
**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

CINDY LEE GARCIA,

Plaintiff-Appellant

v.

GOOGLE, INC., YOUTUBE LLC, et al., Defendants-Appellees

and

NAKOULA BASSELEY NAKOULA, an individual, a.k.a. Sam Bacile, et al.,
Defendants.

On Appeal from the United States District Court

for the Central District of California

D.C. No. 2:12-cv-08315-MWF-VBK

APPELLANT'S EXCERPTS OF RECORD

Volume 2 of 4

Pages 238-484

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DECLARATION

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DECLARATION

1
2
3 1. I am an actor who appeared in the film originally titled *Desert Warrior* and posted
4 to YouTube with the title *Innocence of Muslims*. I have personal knowledge of the facts set forth in
5 this Declaration and, if called as a witness, could and would testify competently to such facts under
6 oath.

7 2. In July of 2011, I responded to a casting call on Craigslist.org. The casting call
8 sought actors to appear in a film titled *Desert Warrior*. Various individuals involved in the
9 production of the film, including Nakoula Basseley Nakoula (who originally introduced himself as
10 "Sam Bacile"), informed me that the film was a historical adventure, and those individuals
11 confirmed that the title was to be *Desert Warrior*.

12 3. I was cast in the film. The film shoot lasted between one and two weeks. During
13 the one and a half days that I was on the set, there was no mention of the Islamic religious figure
14 Mohammad being a part of the storyline. My performance did not include any mention of
15 Mohammed or the Islamic religion.

16 4. I do not recall signing any form of actor or model release prior to delivering my
17 performance in the film.

18 5. In September of 2012, I learned that a trailer of *Desert Warrior* had been posted to
19 YouTube. When I viewed the trailer, I learned that the title of the film had been changed to
20 *Innocence of Muslims*. Worse, however, was the change to the content of the film, and to the lines
21 that another character delivered in response to my character's question, which apparently were
22 dubbed in during post-production.

23 6. I declare under penalty of perjury under the laws of the United States of America
24 that the foregoing is true and correct.

25 Executed on this 25th day of September, 2012, at Los Angeles, California.

26
27
28

Dan Sutter

DECLARATION

ER240

DECLARATION OF GAYLORD FLYNN

I, GAYLORD FLYNN, declare:

1. I am over eighteen and not a party to this action. I am an actor who appeared in the film originally titled *Desert Warrior* and posted to YouTube with the title *Innocence of Muslims*. I have asked for my name to be kept from the public because of my concerns for my life and safety, in light of world events. I understand my true name will be redacted from this document, and I will be identified publicly as John Doe #1, but that an unredacted version will be given to counsel of record, and to the Court; and that an application will be made to file the entire unredacted declaration with my own name under seal at an appropriate time. I have personal knowledge of the facts set forth in this Declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. In July of 2011, I responded to a casting call on Craigslist.org. The casting call sought actors to appear in a film titled *Desert Warrior*. Various individuals involved in the production of the film, including Nakoula Basseley Nakoula (who originally introduced himself to me as "Sam Bacile") informed me that the film was a historical adventure, and those individuals confirmed that the title was to be *Desert Warrior*. In fact, the director of the film even used the email address desertwarrior2011@yahoo.com when corresponding with me. Attached as Exhibit A is a true and correct copy of an email from *Desert Warrior* director Alan Roberts to me dated July 27, 2011. Even after the film was posted to Youtube.com as *Innocence of Muslims* and violence had broken out in the Middle East over its content, the production team still referred to the film as *Desert Warrior*. Attached as Exhibit B is a true and correct copy of an email from assistant director Jeffrey Robinson to me dated September 12, 2012.

3. I played the role of Solymon in the film. The film shoot lasted between one and two weeks. During the time that I was on the set, there was no mention of the Islamic religious figure Mohammad being a part of the storyline. My performance did not include any mention of Mohammed or the Islamic religion.

4. I do not recall signing any form of actor or model release prior to delivering my


1 performance in the film. I am familiar enough with such releases, that if I had signed one, I would
2 be aware of such a thing. I was not an employee of Sam Bacile nor anyone associated with the
3 film; nor did I sign a work-for-hire agreement.

4 5. In the fall of 2011, at which time the overdubbing sound tracks were made, Sam
5 Bacile informed me that there was to be a premiere of *Desert Warrior* that would be held
6 sometime in the future and he would notify me as to date and time. However, I never received any
7 further information about a premiere, and assumed that it did not take place.

8 6. In July of 2012, I learned that a trailer of *Desert Warrior* had been posted to
9 YouTube. When I viewed the trailer, I learned that the title of the film had been changed to
10 *Innocence of Muslims*. Worse, however, was the change to the content of the film, and to the lines
11 that my character said, that apparently were dubbed in during post-production. The lines were
12 changed from " announce the marriage of Condelisa to George of the unknown father" and
13 second line was after "Condolesa" corrects me to say "George, son of Memo". The overdubbing
14 replaced the lines with "I announce the Marriage of Khadja to Mohammed son of Ablotott" or
15 something similar as I do not recall exactly and was not provided a script ahead of time. (As a
16 note, I did say those lines for the overdubbing but performing a marriage is not something that I
17 would consider inflammatory. For an earlier scene I was just requested to say the name
18 "Mohammed", which was then overdubbed on my conversation with Condelisa during the scene
19 outside a tent, which is shown in the trailer posted on YouTube.

20 I declare under penalty of perjury under the laws of the United States of America that the
21 foregoing is true and correct.

22 Executed on this 12th day of October, 2012, at REDACTED.

23 
24 GAYLORD FLYNN -
25
26
27
28

DECLARATION

ER243

DECLARATION OF KHALED ABOU EL FADL

I, KHALED ABOU EL FADL, declare:

1. I am over eighteen and not a party to this action. I make this declaration in support of the Application for a Temporary Restraining Order and Request for an Order to Show Cause Re Preliminary Injunction and Impoundment of Plaintiff Cindy Lee Garcia in the case Garcia v. Nakoula, et al, United States District Case No. CV 12 8315-MWF (VBKx), pending in the Central District of California, seeking to remove and/or disable the video trailer *Innocence of Muslims* from YouTube, Google and the Internet. If called as a witness, I could and would testify competently as follows:

2. I am a tenured Professor of Law and the Omar and Azmeralda Alfi Distinguished Professor of Islamic Law at the University of California at Los Angeles (UCLA) School of Law. I also currently serve as the Chair of the Islamic Studies Program at UCLA. I was a Visiting Professor of Law at the Yale Law School in academic year 2003-04, where I taught courses on Middle Eastern and Islamic Laws. I am a member of the Pennsylvania and New Jersey Bars. I am a member of the following associations: American Bar Association; Committee on Islamic and International Law of the American Branch of the International Law Association; The American Society of International Law; The Law and Society Association; Middle Eastern Studies Association; and The American Immigration Lawyers Association. A copy of my *curriculum vitae* is attached as Exhibit A.

3. After extensively studying Islamic law in Egypt and Kuwait, I earned my Bachelor of Arts from Yale University in 1986; a Juris Doctorate from the University of Pennsylvania in 1989, and a Ph.D. in Islamic Studies from Princeton University in 1999. My Ph.D. dissertation on Islamic law won the Bayard and Cleveland Dodge Memorial Prize for Best Dissertation and honorable mention in the Malcom Kerr National Dissertation Award. At Princeton, I was a Whiting

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1 Fellow for 1994-95 and a Johnson Garrett '35 Merit Fellow for 1993-94. I have
2 been a professor of law at the UCLA School of Law since 1998. My designation is
3 the Omar and Azmeralda Alfi Distinguished Professor in Islamic Law. At UCLA,
4 I teach International Human Rights, Islamic Jurisprudence, National Security Law,
5 Law and Terrorism, Islam and Human Rights, Political Asylum and Refugee Law,
6 and Political Crimes and Legal Systems. In the past, I have taught Islamic and
7 Middle Eastern law at the University of Texas at Austin School of Law and Yale
8 Law School, as well as Princeton University. I have also taught Islamic history and
9 culture at the University of Texas at Austin, Department of Middle Eastern
10 Languages and Cultures. I held the Chair in Islam and Citizenship at the University
11 of Tilburg, The Netherlands from 2008 to 2009.

12 4. I have written many books on Islamic law. I have also published a
13 large number of academic studies on Islamic law. My articles have appeared in
14 many publications, and in several edited books and encyclopedias. A list of all
15 such books and publications is included in my *curriculum vitae*. I am the academic
16 adviser to the Journal of Islamic and Near Eastern Law at the UCLA School of
17 Law. Furthermore, I have been invited to lecture on Islamic law in many
18 universities in the United States and in foreign countries such as Egypt, Italy, the
19 Netherlands, France, South Africa, Indonesia, Singapore, Kuwait, Morocco, and
20 England. I founded the UCLA Journal of Islamic and Near Eastern Law and
21 continue to serve as its academic advisor. I am also the editor for the Palgrave-
22 Macmillan Press series on Islamic Law, Theology, and History.

23 5. I have lived and worked for many years in the Middle East.
24 Furthermore, I have acted as an expert advisor and legal consultant in over 50 cases
25 involving Islamic and Middle Eastern law. I have handled cases involving the
26 Laws of Saudi Arabia, Egypt, Kuwait, Syria, Jordan, the United Arab Emirates,
27 Qatar, and Yemen. Through my scholarship and personal experience I have
28

1 become very familiar with the legal and cultural practices of several Middle
2 Eastern countries. I have also testified as an expert in numerous political asylum
3 cases in several cities including Los Angeles. As such, I testified on behalf of
4 refugees from a number of countries including Egypt, Syria, Pakistan, Iran, and
5 Saudi Arabia.

6 6. I was appointed by President George W. Bush to serve on the U.S.
7 Commission for International Religious Freedom, and also served as a member of
8 the Board of Directors of Human Rights Watch. I serve on the Advisory Board of
9 Middle East Watch (part of Human Rights Watch) and regularly work with human
10 rights organizations such as Amnesty International and the Lawyers' Committee
11 for Human Rights (Human Rights First) as an expert in a wide variety of cases
12 involving human rights, terrorism, political asylum, and international and
13 commercial law. I have been awarded the University of Oslo Human Rights
14 Award, the Leo and Lisl Eitinger Price in 2007 and named a Carnegie Scholar in
15 Islamic Law in 2005. In 2005, I was listed as one of LawDragon's Top 500
16 Lawyers in the Nation.

17 7. In connection with my work and credentials as a legal and Islamic
18 Studies scholar and a human rights attorney, I am frequently consulted as an expert
19 in my field. I hold strong concerns about the film *Innocence of Muslims* and in
20 regards to the life and safety of all the actors, but especially Cindy Lee Garcia, for
21 the reasons set forth below.

22 8. According to the information on YouTube, the video trailer *Innocence*
23 *of Muslims*, 13:51 in length was first posted to YouTube by a poster identified only
24 as "Sam Bacile" on July 2, 2012. Morris Sadek, the President of the National
25 American Coptic Assembly, based on Chantilly, Virginia, distributed an Arabic
26 translation of the film in early September of 2012. On September 6, 2012, Sadek
27 emailed journalists around the world to promote the video trailer. On or around
28

1 September 8, 2012, an excerpt of the video trailer was aired publicly on an
2 Egyptian television station, Nas-TV. The public airing of the film sparked
3 immediate protests in Cairo, Egypt. *The Wall Street Journal* reported that “hours
4 after nightfall, dozens of young men remained standing on top of the embassy,
5 shouting into megaphones. One of the youths climbed up the flagpole to hoist a
6 black banner emblazoned with the Muslim profession of faith in white letters. I
7 have also observed the news coverage of the protests over the film on a number of
8 Arabic speaking channels including Al Jazeera, Al Arabiyya, and ESC (Egyptian
9 State Channel). In a number of these protests, demonstrators raised banners
10 containing threats to those involved in making the film. Several people
11 interviewed in these news reports expressed their belief that this film is part of an
12 ongoing campaign in the West intended to offend and degrade the revered symbols
13 of Islam. A number of people interviewed by programs on Egyptian television
14 channels such as Dream, Tahrir, and ON TV expressed the belief that the makers of
15 this film are seeking to sow dissension and hatred between Muslims and Copts, and
16 to ignite sectarian violence. Most of the interviews or comments I have watched or
17 read in the Arabic speaking media agreed that the content of the film is deliberately
18 incendiary, hateful, and malicious.

19 9. According to media reports, after the demonstrations began at the
20 American Embassy in Cairo, the Embassy released a written statement: “The
21 Embassy of the United States in Cairo condemns the continuing efforts by
22 misguided individuals to hurt the religious feelings of Muslims – as we condemn
23 efforts to offend believers of all religions. Today, the 11th anniversary of the
24 September 11, 2011 terrorist attacks on the United States, Americans are honoring
25 our patriots and those who serve our nation as the fitting response to the enemies of
26 democracy. Respect for religious beliefs is a cornerstone of American democracy.
27 We firmly reject the actions by those who abuse the universal right of free speech
28

1 to hurt the religious beliefs of others.” According to further reports, crowds began
2 to form, protesters stormed the compound and replaced the U.S. flag with an
3 Islamic flag. The embassy then tweeted “This morning’s condemnation (issued
4 before protest began) still stands. As does our condemnation of unjustified breach
5 of the Embassy.”

6 10. That night in Libya, on September 11, 2012, the United States
7 Consulate in Benghazi, Libya came under attack. Four Americans were killed,
8 including United States Ambassador Christopher Stevens. Initial media reports
9 attributed the attack to protests that were sparked by the film *Innocence of Muslims*.

10 11. After September 11, 2012, violence continued to erupt across the
11 world, resulting in dramatic events that have unfolded worldwide, including in
12 Afghanistan, Algeria, Australia, Azerbaijan, Bahrain, Bangladesh, Belgium,
13 Canada, Denmark, Egypt, France, Greece, Hong Kong, India, Indonesia, Iran, Iraq,
14 Israel, Japan, Jordan, Lebanon, Kuwait, Macedonia, Malaysia, the Maldives,
15 Morocco, the Netherlands, Niger, Nigeria, Oman, Pakistan, the Palestinian
16 Territories, the Philippines, Qatar, Saudi Arabia, Serbia, Somalia, Sri Lanka,
17 Sudan, Switzerland, Syria, Thailand, Tunisia, Turkey, and the United Kingdom.

18 12. On September 13, 2012, the United States Secretary of State Hilary
19 Clinton issued a public statement about the video and ensuing violence:

20 Let me take a moment to address the video circulating on the internet
21 that has led to these protests in a number of countries. Let me state
22 very clearly and I hope it is obvious that the United States
government had absolutely nothing to do with this video. We
absolutely reject its content and its message.

23 To me personally, this video is disgusting and reprehensible. It
24 appears to have a deeply cynical purpose – to denigrate a great
religion and to provoke rage.

25 But as I said yesterday, there is no justification, none at all, for
26 responding to this video with violence. We condemn the violence
that has resulted in the strongest terms.

27 Attached as Exhibit B are Secretary Clinton’s remarks.
28

1 13. The video trailer *Innocence of Muslims* was a subject of President
2 Barack Obama's remarks at the 67th Session of the General Assembly at the United
3 Nations headquarters on September 25, 2012. During his remarks, President
4 Obama stated:

5 In every country, there are those who find different religious beliefs
6 threatening. In every culture, those who want freedom for themselves
7 must ask themselves how much they are willing to tolerate freedom
8 for others. That is what we saw play out in the last two weeks. A
9 crude and disgusting video sparked outrage throughout the Muslim
world. I have made it clear that the United States government had
nothing to do with this video. And I believe its message must be
rejected by all who respect our common humanity. It is an insult not
only to Muslims but to all Americans.

10 Attached as Exhibit C are President Obama's remarks.

11 14. Following the global dissemination and attention the video trailer
12 *Innocence of Muslims* received through YouTube, a Salafist cleric in Egypt,
13 Ahmad Fouad Ashoush, called for the deaths of all those involved in making of the
14 video trailer *Innocence of Muslims*. His words, published initially in internet
15 forums, and then reported in the media around the world partially stated, in Arabic,
16 the following:

17 Those bastards who did this film are belligerent disbelievers.
18 I issue a fatwa and call on the Muslim youth in America and Europe
19 to do this duty, which is to kill the director, the producer and the
20 actors and everyone who helped and promoted the film," he said.
So, hurry, hurry, O Muslim youth in America and Europe, and teach
those filthy lowly ones a lesson that all the monkeys and pigs in
America and Europe will understand. May Allah guide.

21 15. This fatwa was distributed world-wide as a result of the speed with
22 which news now travels on the Internet. It has been published in various places
23 internationally, including: *The Telegraph*, *The Times of India*, *Los Angeles Times*,
24 *NY Daily News*, *New York Times*, *UPI*, *Dawn*, *Jakarta Globe*, *Waterloo Record*,
25 *Middle East Online*, as well as *thousands* of others. Attached as Exhibit D are
26 news reports of the fatwa as well as descriptions of the violence, suicide bombings
27 and deaths which were *directly* attributed to the release and continued existence of
28

1 *Innocence of Muslims* on YouTube. It is significant to note that while there exists
2 great controversy over whether the film sparked the global violence, the violence in
3 fact occurred.

4 16. According to news reports, General Secretary Hassan Nasrallah, the
5 leader of a Lebanese political party, Hezbollah, has described the film as "the worst
6 ever attack on Islam," worse than *The Satanic Verses* by British author Salman
7 Rushdie, who has been under an Iranian fatwa calling for his murder since 1989.
8 In my view, the fatwa issued on the life of the actors in the video trailer *Innocence*
9 *of Muslims* is no different than the one issued on Salman Rushdie decades ago after
10 he published the book *The Satanic Verses*. As a result of the recent violence, the
11 Iranian fatwa has been now re-issued according to media reports contained in
12 Exhibit D. It is not surprising therefore, that Cindy Lee Garcia has been barred
13 from entering international airports. She likely has been earmarked by the United
14 States government, and others around the world as a high security risk, such that
15 her current right to travel is likely impinged and she may, in fact, be barred from
16 entering a multitude of countries.

17 17. In the Islamic legal tradition, a fatwa is a non-binding legal opinion
18 that is issued by a competent jurist. In the contemporary context, a fatwa is an
19 opinion and a direction to the followers of the particular jurist, or even imam with
20 little or no legal training, that proclaimed it. There are many people today who
21 consider themselves qualified to issue fatwas. As an expert in national security and
22 terrorism issues, I can say that a fatwa can be incredibly meaningful to those that
23 follow that particular imam. Ms. Cindy Lee Garcia is, in fact, in grave danger as a
24 result of her being involuntarily inserted into a global political matter of intense
25 significance. More than fatwas or threats that are reported by or to the media, what
26 concerns me to a much greater degrees are unannounced or secretive calls by
27 extremist and fanatic groups to inflict harm upon Ms. Cindy Lee Garcia.

1 18. In the video trailer *Innocence of Muslims*, which I have studied in its
2 entirety, the Prophet Mohammed is portrayed as a sexual deviant, a buffoon, and a
3 child molester. The portion in which Cindy Lee Garcia appears, where she appears
4 to be accusing the Prophet of being a child molester goes to the very heart of the
5 incendiary message contained in *Innocence of Muslims*. The incendiary words that
6 appear in the video trailer to have been spoken by Plaintiff Garcia are:

7 "Is your Mohammed a child molester?"

8 A great controversy has arisen concerning whether the worldwide violence arose
9 directly in response to the film.

10 19. News reports indicate that many people worldwide have died in the
11 violence that the film has allegedly sparked.

12 20. I have reviewed the written death threats issued to Plaintiff Garcia.
13 These include, but certainly are not limited to, the following:

14 "I am ready to die for MUHAMMAD (PBUH) and I would Like to
15 Kill all Those Who contributed in the Shape of Acting or Financially
or any other Kind of Support in Shameless Movie."

16 "And If You Wanna to save your life and we consider your innocent
17 then Just Kill Sam and Terry Jones."

18 "Dear the end is near."

19 "It's all a big joke. She will be Killed by some one who loves and
cares our Prophet Muhammad peace be upon him"

20 "She will know what she did now she is saying sorry about that"

21 21. Cindy Lee Garcia's life and future have been changed forever. As a
22 result of her involuntary appearance in this hate film, she cannot easily travel
23 internationally, especially in Europe or in any Muslim country. She is a marked
24 woman. Her public statements condemning the film have been received in the
25 Muslim world with controversy. There are many who believe that she is, in fact,
26 part of the conspiracy to hurt, harm, and denigrate Muslims. It is significant to note
27 that the film is viewed as simply another attack on Islam, and the culture, the
28

1 religion, and the people of the Muslim world, in a war that has been perceived and
2 waged for decades. It is only her public statements and her willingness to publicly
3 state her opinion about the film that may be keeping her alive for now. The fact
4 that she filed the lawsuit is critically important to her safety and to the safety of
5 those around her that represent her, support her, or are in her family or church. If
6 she is successful in pulling the content down from the internet, it will likely help
7 her in terms of believability of her message condemning the film and its message.

8 22. What is most egregious is the fact that Cindy Lee Garcia was
9 involuntarily inserted into a major and significant international political
10 controversy, because this film enraged many due to its blasphemous and offensive
11 message. As a professor of law and a scholar in the field, I am shocked at
12 YouTube's refusal to take down the film. The film is absolutely, without any
13 question in my mind, bigoted hate speech. According to YouTube, the company
14 does not support hate speech. This film is deeply offensive and is profound and
15 remarkably obvious hate speech. World leaders have unequivocally condemned the
16 film as hate speech, reprehensible, disgusting, and offensive. Therefore, YouTube's
17 position to protect the rampant posting and reposting of the film throughout the
18 world is not only contrary to their established guidelines, but remarkably appalling.
19 There is nothing innocent or deliberately rational about this film. In my view, it
20 is insidious and malicious incitement against the sacred symbols and beliefs of
21 Muslims.

22 23. Any person that understood what the purpose and content of the film
23 was to be would have *serious* questions, concerns, and doubts about being in such a
24 film. It is not surprising that Cindy Lee Garcia did not consent to participate in this
25 film and believed it was an innocuous adventure film. Anyone who understood the
26 purpose of the film, and its likely consequences, would not participate unless they
27 had as their intent the same malicious intent as the filmmaker or his associates.

1 Cindy Lee Garcia's appearance in the film will affect her in a variety of material
2 ways forever. Her filing of this lawsuit, public attempts to clear her name and
3 condemn the film, and the possibility that she may succeed in disabling the content,
4 are acts of extraordinary courage that may well be keeping her alive.

5 24. As an expert in terrorism and national security issues, I can say that it
6 is outrageous that Cindy Lee Garcia was involuntarily inserted into such an
7 incredibly controversy-laden political arena against her will. Her appearance in the
8 film, against her will, has placed her in a global political, and even what many
9 perceive to be a cosmic, controversy that will and has changed her life forever. In
10 many countries, for example, in the United Kingdom, there exist anti-blasphemy
11 laws. It would not be surprising, therefore, that if she traveled to Britain, she could
12 be arrested, detained, and charged, for being in this film. I do not take any position
13 that the film is a First Amendment issue; but rather that her involuntary insertion
14 into a serious matter of global intensity against her will is outrageous and insidious,
15 particularly when the film's impact on the Muslim world is reasonably foreseeable.
16 I cannot say that the film is what actually caused the violence. However, the film is
17 certainly viewed by many as part of a continuous attack on the culture, religion,
18 and existence of Muslims.

19 25. Cindy Lee Garcia's appears in a scene that lasts approximately 15
20 seconds in the 13:51 trailer. *Significantly*, it is her performance that goes to the
21 heart of the trailer's message, which likely is why it is Cindy Lee Garcia,
22 apparently to a greater degree than some other actors who appeared in the video,
23 who is receiving credible death threats. In the portion used of Plaintiff Garcia's
24 dramatic performance, she accuses Mohammed of being a child molester – this
25 goes directly to the "heart" of the work *The Innocence of Muslims*, and is a key
26 component of what has caused the outrage around the world and in particular, in
27 the Middle East, and which has attracted *staggering* traffic to YouTube's site.

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I declare under the penalty of perjury under the laws of the United States of America that the above is true and correct and that I executed this declaration on October 15, 2012, in Los Angeles, California.



Khaled Abou El Fadl

EXHIBIT A

ER255

CURRICULUM VITAE

KHALED M. ABOU EL FADL

UCLA School of Law
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C: (310) 426-0205, O: (310) 206-5401, F: (310) 206-7010
E-mail: abouelfadl@law.ucla.edu

PROFESSIONAL

- Admitted to the Pennsylvania and New Jersey Legal Bars.
- Member of: American Bar Association; Committee on Islamic and International Law of the American Branch of the International Law Association; The American Society of International Law; The Law & Society Association; American Immigration Lawyers Association.

PERSONAL

- United States Citizen
- Born in Kuwait. Raised in Egypt and Kuwait.

EDUCATION

PRINCETON UNIVERSITY, Ph.D., April, 1999. Department of Near Eastern Studies. Dissertation: The Islamic Law of Rebellion. Dissertation won the Bayard and Cleveland Dodge Memorial Prize for best dissertation, 1999. Second place in the Malcom Kerr National Dissertation Award, 1999. Other Awards: Whiting Fellow, 1994-95, Johnson Garrett '35 Merit Fellow, 1992-93.

PRINCETON UNIVERSITY, Master of Arts in Islamic Law, June, 1992. Johnson Garrett '35 Merit Fellow, 1991-92. 4.0 GPA.

UNIVERSITY OF PENNSYLVANIA LAW SCHOOL, Juris Doctorate, May, 1989. Best Oralist Award, Mid-Atlantic Regionals, Phillip C. Jessup International Moot Court Competition, 1988. Research Assistant to Professor Gerald Neuman, Spring 1988. Lawyering Process, Penn Legal Assistance Office, University of Pennsylvania Legal Clinic, 9/88-1/89. Immigration Law Clinic, Community Legal Services, Inc., associated with the University of Pennsylvania, 9/87-5/88.

YALE UNIVERSITY, Bachelor of Arts, Political Science, May 1986. Scholar of the House in Political Theory, 1985 – 1986. Summa Cum Laude, Distinction in Political Science.

AMERICAN SCHOOL OF KUWAIT, Diploma, May 1982. Awards in Arabic, Religion, English and Social Studies; International Honors Society.

INFORMAL:

Received 13 years of systematic instruction in Islamic Law, grammar and eloquence in Kuwait and Egypt.

KHALED M. ABOU EL FADL
Curriculum Vitae, Page 2

PROFESSIONAL EMPLOYMENT AND APPOINTMENTS

Full Professor. Omar and Azmeralda Alfi Distinguished Professor of Law, UCLA School of Law. Fall 2001 – Present. Acting Professor, Fall 1999 – Spring 2001.

Chairman. Islamic Studies Interdepartmental Degree Program, International Institute, University of California, Los Angeles. January, 2010 – Present. Acting Chair, March 2008 – January, 2010.

Professor of "Islam and Citizenship". Endowed Chair, University of Tilburg, Tilburg, The Netherlands. Appointment funded by the Dutch Government: The Ministry for Housing, Regional Development and the Environment, 2008 - 2009. Taught Master Class on Islam and the Foundations of Western Society.

Visiting Professor. Cleveland-Dodge Distinguished Visiting Professor at the American University in Cairo during the Spring 2006.

Visiting Professor. Yale Law School, Fall 2003 – Spring 2004. Teaching National Security law, Islamic law and Immigration law.

Visiting Professor. UCLA School of Law. Teaching courses on Islamic and Middle Eastern Law, Islamic Law and Human Rights, Investment Law in the Arab World, and Immigration Law. Fall 1998 – Spring 1999.

Instructor. Department of Middle Eastern Languages and Cultures, University of Texas at Austin. Taught courses on Islamic and Middle Eastern History and Culture. Fall 1995 – Spring 1999.

Adjunct Professor. University of Texas at Austin Law School. Taught courses on Islamic Law and Commercial Laws of the Middle East, Spring 1996 – Spring 1998.

Teaching Assistant. Department of Near Eastern Studies, Princeton University. Assisted Professor Hossein Modarressi in teaching a course entitled, "Introduction to Islamic Law," Spring 1995.

Visiting Lecturer in Islamic Law. Yale Law School, Yale University. Taught a course on Islamic and Middle Eastern Law, Fall 1994.

Teaching Assistant. Department of Near Eastern Studies, Princeton University. Assisted Professor Carl Brown in teaching a course entitled, "History of International Relations in the Modern Middle East." Responsible for leading three precepts consisting of 40 students. Spring 1992.

International Law Practice. Medhat Abu al-Fadl & Associates; Egypt & Kuwait. Cases involving commercial and family law in Egypt, Jordan, Arabian Gulf and North Africa. 1991 – present.

Immigration Law Practice. Handled immigration law cases including family reunifications, political asylum and employment applications. 9/90 – 5/94.

Judicial Clerk. Judicial Assistant to the Honorable Justice J. Moeller. Arizona Supreme Court. Assisted the Justice in deciding pending cases and drafted court opinions. 8/89 - 8/90.

Summer Associate. Kirkpatrick & Lockhart, Washington, D.C. Conducted legal research on a variety of issues including capital punishment, anti-boycott laws, securities, banking and corporate issues. Summers, 1988 and 1989.

Summer Law Clerk. Community Legal Services, Inc., Philadelphia, PA. Represented clients in political asylum proceedings, deportation and exclusion cases, and researched constitutional issues arising under the 1986 reforms to the immigration laws. Summer 1987.

KHALED M. ABOU EL FADL
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AWARDS, HONORS AND SPECIAL RECOGNITION

Ranked #178 on the Power 500 List of the World's Most Influential Arabs. Arabian Business Magazine, 2012.

Ranked #51 on the Power 500 List of the World's Most Influential Arabs. Arabian Business Magazine, 2011.

Named One of the World's 500 Most Influential Muslims by the Royal Islamic Strategic Studies Center in Amman, Jordan, The Muslim 500 List, 2009.

2007 University of Oslo Human Rights Award, The Lisl and Leo Eitinger Prize. For lifetime contribution to the field of Human Rights.

2005 Carnegie Scholar. Named as a 2005 Carnegie Scholar in Islamic Law by the Carnegie Corporation of New York. Awarded funds for a two year research project on the first comprehensive study of jihad in Islamic jurisprudence.

2005 LawDragon 500. Named as one of the 500 Leading Lawyers in America by LawDragon Magazine.

Achievement Award: Universal Muslim Association of America Achievement Award for Scholastic Achievements and Service to Islam.

Plaque of Recognition from the International Institute of Islamic Thought and Civilization (ISTAC) of the International Islamic University Malaysia, July 2005.

Plaque of Recognition from the Khadijah Mosque of Singapore, July 2005.

Fredric P. Sutherland Public Interest Award. Awarded by UCLA School of Law in recognition of exemplary public service, 2001- 2002.

The Thomas Evans Award. Awarded by the University Religious Conference at UCLA for distinguished leadership at UCLA in support of programs that encourage tolerance, understanding and cooperation, among religions, 2002.

SELECTED PROFESSIONAL ACTIVITIES

I am regularly retained by a large number of law firms, both pro bono and as a paid expert consultant on a wide range of cases involving Islamic law, political asylum law, and Middle Eastern commercial, criminal and family law.

Legal Consultant and Expert Witness. Kalbian Hagerty, Washington, D.C. Case involving Islamic and Saudi laws. 6/2011 – present.

Pro Bono Consultant. U.S. State Department, Secretary's Office of Global Women's Issues. Advising expert on Secretary of State Hillary Clinton's speech regarding the Qur'an Burning Incident in Florida. 9/2010.

Pro Bono Consultant. Defense Language Institute and Foreign Language Center (DLIFLC). Provided expertise for 8-part teaching series entitled, "The Impact of Religion on Military Operations in the Middle East" developed for training the Army, Marines, Navy, Air Force and Coast Guard, and other government agencies, in 30 different languages and cultural areas. January 2008 – present.

KHALED M. ABOU EL FADL

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Advisory Board Member. Carnegie Corporation of New York, Islam Initiative Publications Project, June, 2007 – present.

Commissioner of the U.S. Appointed by President George W. Bush to the United States Commission on International Religious Freedom, August 2003 – May 2007.

Expert. Member of the Council on Foreign Relations Independent Task Force on U.S. Policy Toward Reform in the Arab World, chaired by Madeleine Albright and Congressman Vin Weber. August 2004.

Legal Consultant and Expert Witness. Motley Rice, Providence, RI. Case representing 1,600 people killed on 9/11/01 and 5,500 of their family members, organized as the “9/11 Families United to Bankrupt Terrorism.” Defendants in the lawsuit are individuals, charities, banks, businesses and governments alleged to have materially supported and/or aided and abetted the financing of al-Qaeda. 12/2003 – present.

Legal Consultant and Expert Witness. Podhurst Orseck, Miami, FL. Case involving complicated international issues involving the applicability of UAE law in the U.S. pertaining to a wrongful death in an airline crash. 11/2002 – present.

Legal Consultant and Expert Witness. Office of the Attorney General, State of Florida. Case involving Muslim woman seeking a drivers’ license in Florida while wearing a full face veil. 7/2002 – 6/2003.

Legal Consultant and Expert Witness. United States Attorney’s Office, Eastern District of Michigan. First terrorism case to be prosecuted post 9/11 against an al-Qaeda cell in Detroit, MI. Pro bono. 10/2002 – 5/2003.

Legal Consultant and Expert Witness. Allen & Overly, London, England. Cases involving Islamic and Qatari laws. 1/2000 – present.

Legal Consultant and Expert Witness. Richards, Spears, Kibbe & Orbe, New York. Case on Egyptian Antiquities. 3/2001 – present.

Legal Consultant and Expert Witness. Law Office of Roni P. Deutsch, Los Angeles, CA. Involved in many cases involving Immigration law, some Pro bono, 9/99 – present.

Expert Consultant for the animated film “Mohammad, The Last Prophet.” Produced by Rich-Crest Animation Studios. January 1999 – present.

Legal Consultant and Expert Witness. David J. Cowan, Attorney at Law (Pro Bono). Case involving employment discrimination, Los Angeles, CA, 4/2000 – 8/01.

Legal Consultant and Expert Witness. David W. Call, Attorney at Law. Case involving criminal and Islamic law, San Bernadino, CA. 8/00 – 4/01.

Legal Consultant and Expert Witness. Joseph Conrad Smith & Associates, Southfield, MI. Case involving employment discrimination, 2/00 – 4/01.

Legal Consultant and Expert Witness. Steel, Rudnick & Ruben (Pro Bono). Case involving immigration law and political asylum. 9/00 – 12/00.

Legal Consultant and Expert Witness. Charles P. Printz, Human Rights Advocates International, Inc. (Pro Bono). Case involving immigration law and political asylum. 5/00 – 11/00.

Legal Consultant and Expert Witness. Schneider, Reilly, Gabin and Costello, Attorneys at Law, Boston, MA. Case involving Saudi law, 10/99 to 9/00.

KHALED M. ABOU EL FADL
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SELECTED PROFESSIONAL ACTIVITIES (Continued)

Consultant. Nationalities Service Center, Philadelphia, PA. (Pro bono). Political asylum case, 10/99 to 10/00.

Expert Witness. Stock & Moeller, Anchorage, AK (Pro bono). Cases involving immigration law. 6/99 to 5/00.

Consultant. King Hall Civil Rights Clinic, University of California at Davis School of Law, Davis, CA (Pro bono). Cases involving Muslim prison inmates, 10/98 – 10/99.

Legal Consultant and Expert Witness. Law Office of Enrique Arevalo, South Pasadena, CA. Case involving immigration law. 12/98 – 6/99.

Legal Consultant and Expert Witness. Barlow, Lyde & Gilbert, Solicitors, London, England. Case involving the law of Dubai, 4/97 – 5/98.

Consultant. Texas Department of Criminal Justice, Austin, TX (Pro bono). Cases involving Muslim prison inmates, 7/96 – 8/98.

Consultant. Lawyers Committee for Human Rights, New York, NY. Pro bono. Assist the Lawyers Committee for Human Rights on several human rights projects. Invited to represent the committee at Arab Lawyers Union congress in Tunisia. 8/92 - present.

Legal Consultant and Expert Witness. Allen & Overy, London, England. Cases involving Islamic and Qatari Laws, 7/96 - 11/96.

Legal Consultant and Expert Witness. Sullivan & Cromwell, New York, NY. Cases involving Islamic and Qatari Laws, 7/96 - 11/96.

SELECTED SERVICE TO PROFESSIONAL SOCIETIES AND ORGANIZATIONS

Consultant to the Committee Drafting the Egyptian Constitution: Dr. Abou El Fadl has been asked to advise the committee drafting the new Egyptian Constitution.

Member, Council for Dignity, Forgiveness, and Reconciliation. Ara Pacis Initiative. A project initiated by the Global Forum Italy Foundation and promoted by the Office of the Prime Minister of Italy, the Italian Ministry of Foreign Affairs and the City of Rome. 12/2009 – present.

Advisory Board Member. Carnegie Corporation Advisory Board on Islamic Texts. June, 2007 – present.

Advisory Board Member. Yale Arab Alumni Association, Yale University, New Haven, CT. Fall 2008 – present.

Carnegie Scholars Program Nominator, selected as nominator for 2007.

Advisor. Generation Islam, October 2006 – present.

Advisory Board Member. Middle East Watch, segment of Human Rights Watch New York, NY. 3/97 to present.

Advisory Board Member. Muslim Mediators, providing mediation services to the American Muslim community, Spring 2010 – present.

KHALED M. ABOU EL PADL
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SELECTED SERVICE TO PROFESSIONAL SOCIETIES AND ORGANIZATIONS (Continued)

Board of Directors. Member of the Board of Directors for Human Rights Watch, New York, NY. Assist Human Rights Watch in investigating and reporting on human rights violations, 2002-2005.

Research Consultant. Assisting Amnesty International draft a report on migrant workers and human rights in Saudi Arabia, 4/00 – 9/00.

OTHER PROFESSIONAL ACTIVITIES

I am regularly interviewed on Islamic law issues by numerous television, radio and newspaper media including CNN, MSNBC, National Public Radio (NPR), New York Times, Los Angeles Times, The Washington Post, The Chicago Tribune, Dallas Morning News, Public Broadcasting Station (PBS), the British Broadcasting Company (BBC) and many others.

UCLA UNIVERSITY COMMITTEES AND ACTIVITIES

Chair, Islamic Studies Interdepartmental Degree Program, UCLA, January 2010 – present.
Acting Chair, March 2008 – January 2010.

Faculty Tenure Review Committee, UCLA, March, 2008 - present.

Graduate Faculty Advisor to Islamic Studies Interdepartmental Degree Program, UCLA, July 2006 – present.

Faculty Advisor, Muslim Law Student Association, UCLA School of Law, Spring 2006 – present.

Committee Member. Committee on Critical Race Studies Program, UCLA School of Law, 9/00 – present.

Committee Member. Committee on Near Eastern Studies, Letters and Science Executive Committee, UCLA, 6/99 – present.

Committee Member. International Studies and Overseas Programs (ISOP) Faculty Advisory Committee for the Center for Near Eastern Studies, UCLA, 6/99 – present.

Summer Law School Program Professor. Providing extended orientation to accelerate law school acclimation of 40 disadvantaged, new and incoming students, UCLA School of Law, 8/00 – present.

Chairman. Student Conduct Committee, University of California at Los Angeles (UCLA), 9/00 – 5/2005.

Committee Member. Graduate Admissions Committee, Islamic Studies Interdepartmental Degree Program, September 1999 – present.

Committee Member. Graduate Awards Committee, Islamic Studies Interdepartmental Degree Program, September 1999 – present.

SELECTED ACADEMIC ACTIVITIES

Distinguished Guest Lecturer: Al-Azhar University, Cairo, 2010 - present.

KHALED M. ABOU EL FADL

Curriculum Vitae, Page 7

SELECTED ACADEMIC ACTIVITIES (Continued)

Honorary Member. Romanian Association on Comparative and International Law Studies, Bucharest, Romania. 08/2010 – present.

Advisory Board Member. For research project, "RELMIN: The legal status of religious minorities in the Euro-Mediterranean world (5th – 16th centuries)," funded by the European Research Council (2010-2014), based at the Maison des Sciences Ange Guépin in Nantes, France. Spring 2010 – present.

Series Editor. *Palgrave Series in Islamic Theology, Law, and History*, Palgrave Macmillan, 2009 – present.

International Advisory Board Member. National Centre of Excellence for Islamic Studies, University of Melbourne, Australia, Spring 2009 – present.

Advisory Board Member. University of Adelaide Research Unit for the Study of Society, Law and Religion (RUSSLR), Australia, April 2008 – present.

Editorial Board Member. *Journal of Islamic Law and Culture*, Routledge Publishers. February 2008 – present.

Editorial Board Member. *Political Theology*. Equinox Publishing Ltd., London. July 2007 – present.

Advisory Board Member. Carnegie Corporation of New York, Islam Initiative Publications Project, June, 2007 – present.

Advisory Board Member. E-journal: "Islamic Law and the Law of the Muslim World" in the Legal Scholarship Network (LSN) section of the Social Science Research Network (SSRN), June 2007 – present.

Associate Editor. *Hawa: Journal of Women of Middle East and the Islamic World*, published by E.J. Brill, 6/02 – present.

Advisory Board Member. *Harvard Press Series on Islamic Law*. 6/01 – present.

Advisory Board Member. UCLA Journal of Islamic and Near Eastern Law, UC Press, Los Angeles, CA. Directed and involved in all aspects of the founding and planning of the journal. First issue published 12/2001. 12/00 – present.

Editorial Board Member. *Journal of Religious Ethics*. 11/02 – 07/06.

Advisory Board Member. *Journal of Islamic Law and Society*, E.J. Brill, Leiden, 12/00 – present.

Advisory Board Member. *Journal of Islamic Studies*, Islamabad, Pakistan. 3/00 – present.

Advisory Board Member. *Journal for Islamic Studies*, University of the Western Cape, 6/97 – present.

Committee Member. 2001 Program Committee, Middle Eastern Studies Association (MESA). 1/2000 – 11/2001.

Subject Matter Expert. Assisted Editor in preparing an issue of the *Journal of Law & Religion* dedicated to Islamic Jurisprudence. Issue published in October, 2001.

Managing Editor. *Princeton Papers: In Near Eastern Studies*, Princeton University, Princeton, NJ. 3/93 – 9/95.

KHALED M. ABOU EL FADL
Curriculum Vitae, Page 8

SELECTED ACADEMIC ACTIVITIES (Continued)

Academic Reviewer for the following publications:

American Journal of International Law
Brill Publications
Chronicle of Higher Education
Cambridge University Press
University of Texas Press
University of Utah Press
University Press of Florida
Harvard Middle Eastern and Islamic Review
Comparative Education Review

*International Journal of Middle
East Studies*
Journal of Law & Religion
*Journal of Islamic Law &
Society*
Journal of Islamic Studies
Journal of Religious Ethics

PUBLICATIONS – BOOKS

Series Editor: *Palgrave Series in Islamic Theology, Law, and History*, Palgrave Macmillan, forthcoming.

Reasoning with God: Rationality and Thought in Islam. Oxford: Oneworld Publications, forthcoming.

Jihad in Islam. Cambridge: Cambridge University Press, forthcoming.

God and the Promise of Beauty: Islam and Human Rights. Oxford: Oneworld Publications, forthcoming.

Reclaiming Shari'ah: The Battle between Ugliness and Beauty in Islam. Lanham, Ma: Rowman & Littlefield Publishers, forthcoming.

And God Knows the Soldiers, Revised Edition (University Press of America), forthcoming.

The Challenge of Islamophobia (in Arabic). (Cairo: Al-Shorouk Al Dawliyya, forthcoming 2012).

The Search for Beauty in Islam: A Conference of the Books, Lanham, Ma: Rowman & Littlefield Publishers, 2006.

The Great Theft: Wrestling Islam from the Extremists. San Francisco, Ca.: HarperSanFrancisco, 2005. Translated into Arabic, Amharic, Japanese, Spanish, and Indonesian.

Series Editor: *Introducing Islam*, Broomall, Pa; Mason Crest Publishers, 2004

Islam and the Challenge of Democracy. Princeton, NJ: Princeton University Press, 2004. Translated into Arabic. Cairo, Egypt: Dar al-Shuru, 2005. Translated into Indonesian (*Islam Dan Tantangan Demokrasi* Jakarta: PT Serambi Ilmu Semesta, 2003).

The Authoritative and Authoritarian in Islamic Discourses: A Contemporary Case Study. 3rd edition. Washington, D.C.: Al-Saadawi Publishers, 2002. Translated into Arabic (*Al-Istibdad wa al-Marja'iyah fi al-Khitab al-Islami: Dirasat Hala Mu'asira*. Trans. Muhammad Adil Eid. Cairo, Egypt: Shorouq Dawliyya, 2003).

The Place of Tolerance in Islam. Boston, Ma.: Beacon Press, 2002. Translated into Indonesian (*Melawan "Tentara Tuhan"*. Jakarta: Indonesia, UFUK Press, 2004) Translated into Arabic, Cairo, Egypt: Madbouly Books, 2006.

KHALED M. ABOU EL FADL
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PUBLICATIONS – BOOKS (Continued)

Speaking in God's Name: Islamic Law, Authority and Women. Oxford: Oneworld Publications, 2001. Translated into Indonesian (*Atas Nama Tuhan: Dari Fikih Otoriter ke Fikih Otoritatif*). Jakarta: PT Serambi Ilmu Semesta, 2004) Translated into Arabic (Cairo, Egypt: Madbouly Books, 2006).

And God Knows the Soldiers: The Authoritative and Authoritarian in Islamic Discourses. Lanham, Md.: University Press of America/Rowman and Littlefield, 2001. Translated into Indonesian (*Melawan "Tentara Tuhan"*). Jakarta: PT Serambi Ilmu Semesta, 2003).

Conference of the Books: The Search for Beauty in Islam. Lanham, Md.: University Press of America/Rowman and Littlefield, 2001. Translated into Indonesian (*Muryawarab Buku: Menyusuri Keindahan Islam dari Kitab ke Kitab*). Jakarta: PT Serambi Ilmu Semesta, 2003).

Rebellion and Violence in Islamic Law. Cambridge: Cambridge University Press, 2001.

The Authoritative and Authoritarian in Islamic Discourses (Revised and Expanded). 2nd edition. Austin, Tx.: Dar Taiba, 1997.

The Authoritative and Authoritarian in Islamic Discourses. Los Angeles, Ca: MVI, 1996.

PUBLICATIONS – ACADEMIC ARTICLES

Encyclopedia Entry: "Shariah." For Encyclopedia Britannica, forthcoming.

Chapter: "Reading the Signs: The Moral Compass of Transcendent Engagement." Lecture Publication for Conference, "Challenges for Islamic Theology in Europe," hosted by Paderborn University and the University of Münster in Münster, Germany on June 11, 2011.

Chapter: "Violence, Personal Commitment, and Democracy," in *God, Islam and English Law*, Ian Edge & Robin Griffith-Jones, eds. (Cambridge: Cambridge Univ. Press, forthcoming 2012).

Chapter: "Cultivating Human Rights: Islamic Law and the Humanist Imperative," in *Law and Tradition in Classical Islamic Thought*, Festschrift in honor of Professor Hossein Modarressi, edited by Asma Sayeed and Intisar Rabb, to be published by Palgrave in the *Palgrave Series in Islamic Theology, Law, and History* by Palgrave Macmillan, forthcoming 2012.

Article: "Conceptualizing Shari'a in the Modern State," 56 *Villanova Law Review* 4 (2012).

Article: "Religious Authority in the 21st Century," in the conference publication for "Speaking in God's Name: Re-examining Gender in Islam" (forthcoming, 2012).

Preface: to *Law and Tradition in Classical Islamic Thought*, Festschrift in honor of Professor Hossein Modarressi, edited by Asma Sayeed and Intisar Rabb, to be published by Palgrave in the *Palgrave Series in Islamic Theology, Law, and History* by Palgrave Macmillan, forthcoming 2012.

Preface: to *The Fatigue of the Shari'a* by Ahmed A. Ahmed (Palgrave Macmillan, 2012).

Preface: to *Constructing a Religiously Ideal 'Believer' and 'Woman' in Islam* by Adis Duderija (Palgrave Macmillan, 2011).

KHALED M. ABOU EL FADL

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PUBLICATIONS – ACADEMIC ARTICLES (Continued)

"The Language of the Age: Shari'a and Natural Justice in the Egyptian Revolution," An Article in the Series: *Law in the Aftermath of the Egyptian Revolution of 25 January*, Harvard International Law Journal online, April 25, 2011, http://www.harvardilj.org/2011/04/online_52_el-fadl/.

Series Editor: *Palgrave Series in Islamic Theology, Law, and History*, Palgrave Macmillan. Dr. Abou el Fadl edits and writes a preface for all books under the series. Books in the series published to date and forthcoming by the following authors: Ayman Shabana, Amir Boozari, Ahmed Al-Dawoody, Adis Duderija, Ahmed Atif Ahmed.

"Sharia." In *The Oxford University Handbook of Islam and Politics*, part of the Oxford University Press Handbook series, forthcoming.

"The Islamic Legal Tradition: A Comparative Law Perspective." In *Cambridge Companion to Comparative Law*, Cambridge University Press, forthcoming.

"Shariah and Constitutionalism" in *"Constitutionalism in Islamic Countries: Between Upheaval and Continuity,"* ed. Rainer Grote and Tillman Roder (Oxford: Oxford University Press, 2011).

"The Paradoxes of Islamophobia and the Future of the World," Introduction to *The Essential Message of Islam* by Muhammad Yunus and Ashfaq Ullah Syed, (Beltsville, Md: Amana Publications, 2009).

"Fascism Triumphant?" *Political Theology* 10, no. 4 (2009), pp.577-581.

"Islamic Authority" in *New Directions in Islamic Thought: Exploring Reform and Muslim Tradition*, ed. Kari Vogt, Lena Miller and Christian Moe, London: I.B. Tauris, 2009.

"Islamic Law, Human Rights and Neo-Colonialism" in *Oxford Amnesty Lectures 2006: The 'War on Terror'*, ed. Chris Miller, Manchester University Press, 2009.

"The Unique and International and the Imperative of Discourse." 8 *Chicago Journal of International Law* 43-57 (2007).

"Forward." In *Inside the Gender Jihad: Women's Reform in Islam* by Amina Wadud. Oxford: Oneworld Publications, 2006, pp. vii-xiv.

"Islam and Violence: Our Forgotten Legacy," In *Islam in Transition*. Edited by John Donohue and John Esposito. New York, NY: Oxford University Press, 2006, pp.460-464.

"The Crusader." *Boston Review* 28, no. 2 (March/April 2006).

"The Place of Ethical Obligations in Islamic Law", *UCLA Journal of Islamic and Near Eastern Law*, no. 4 (2005): pp.1-40.

"Introduction." In *With God on our Side: Politics and Theology of the War on Terrorism*. London: Amal Press, 2005, pp. xli-xlv.

"Islam and the Theology of Power," In *With God on our Side: Politics and Theology of the War on Terrorism*. London: Amal Press, 2005, pp. 299-311.

"A distinctly Islamic View of Human Rights: Does it exist and is it compatible with the Universal Declaration of Human Rights?" Vol. 27, No. 2, *Center for Strategic and International Studies (CSIS)* 27, 2005.

KHALED M. ABOU EL FADL
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PUBLICATIONS – ACADEMIC ARTICLES (Continued)

"Islam and the Challenge of Democratic Commitment." In *Does Human Rights Need God?*, edited by Elizabeth M. Bucar and Barbra Barnett. Wm. B. Eerdmans Publishing Co., Cambridge, U.K., 2005, pp. 58 – 103.

"The Orphans of Modernity and the Clash of Civilisations." In *Islam and Global Dialogue: Religious Pluralism and the Pursuit of Peace*, edited by Roger Boase. Ashgate Publishing Co., Hants, England, 2005 pp. 179-188.

Encyclopedia of Religion and Nature, s.v. "Dogs in the Islamic Tradition and Nature." New York: Continuum International, 2005.

"Legal and Jurisprudential Literature: 9th to 15th Century." Encyclopedia of Women & Islamic Culture, Leiden: Brill Academic Publishers, 2004, pp. 37-41.

Encyclopedia of the Qur'an, Vol. 4, s.v. "Rebellion." Leiden: Brill Academic Publishers, 2004.

Encyclopedia of the Qur'an, Vol. 4, s.v. "Retaliation." Leiden: Brill Academic Publishers, 2004.

"Speaking, Killing and Loving in God's Name." *The Hedgehog Review* 6, no. 1 (Spring 2004).

"The Death Penalty, Mercy and Islam: A Call for Retrospection." In *A Call for Reckoning: Religion and the Death Penalty*, Erik C. Owens, John D. Carlson & Eric P. Elstain, eds. Grand Rapids, MI: Wm. B. Eerdmans Publishing Co., 2004, pp. 73-105.

"Islam and the Challenge of Democratic Commitment." *Fordham International Law Journal* 27, no. 1 (December 2003): pp. 4 – 71.

"9/11 and the Muslim Transformation." In *September 11: A Transformative Moment? Culture, Religion and Politics in an Age of Uncertainty*, edited by Mary Dudziak. Duke University Press, 2003, pp.70-111.

"The Human Rights Commitment in Modern Islam." In *Human Rights and Responsibilities in the World Religions*, edited by Joseph Runzo, Nancy M. Martin and Arvind Sharma. Oxford: Oneworld Publications, 2003, pp. 301-364.

"The Modern Ugly and the Ugly Modern: Reclaiming the Beautiful in Islam." In *Progressive Muslims*. Edited by Omid Safi. Oxford: Oneworld Publications, 2003, pp. 33 – 77.

"Islam and the State: A Short History." In *Democracy and Islam in the New Constitution of Afghanistan*, Edited by Cheryl Benard and Nina Hachigian. Conference Proceedings, Rand Corporation and Center for Asia Pacific Policy, March, 2003.

"The Culture of Ugliness in Modern Islam and Reengaging Morality." *UCLA Journal of Islamic and Near Eastern Law* 2, no. 1 (Fall/Winter 2002-03): 33 – 97.

"The Orphans of Modernity and the Clash of Civilisations." *Global Dialogue*, vol. 4, no. 2 (Spring 2002), pp. 1 – 16.

"Introduction." In *Shattered Illusions: Analyzing the War on Terrorism*. London: Amal Press, 2002, pp. 19 – 44.

"Peaceful Jihad." In *Taking Back Islam*. Edited by Michael Wolfe. Emmaus, Pa: Rodale Press, 2002, pp. 33 – 39.

KHALED M. ABOU EL FADL

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PUBLICATIONS – ACADEMIC ARTICLES (Continued)

"Islamic Law and Ambivalent Scholarship: A Review of Lawrence Rosen, *The Justice of Islam: Comparative Perspectives on Islamic Law and Society* (Oxford: Oxford University Press, 2000)." *Michigan Law Review*, vol. 100, no. 6, May 2002, pp. 1421–1443.

"Soul Searching and the Spirit of Shari'ah: A Review of Bernard Weiss' *The Spirit of Islamic Law*." *Washington University Global Studies Law Review*, vol. 1, nos. 1 and 2, Winter/Summer 2002, pp. 553 – 72.

"Between Functionalism and Morality: The Juristic Debates on the Conduct of War." In *Islamic Ethics of Life: Abortion, War, and Euthanasia*. Edited by Jonathan E. Brockopp. University of South Carolina Press, Columbia, SC: 2003, pp. 103 – 128.

"Islam and the Challenge of Democracy." *Boston Review* 28, no. 2 (April/May 2003).

"Conflict Resolution as a Normative Value in Islamic Law: Handling Disputes with Non-Muslims." In *Faith-Based Diplomacy: Trumping Realpolitik*. Edited by Douglas Johnston. New York: Oxford University Press, 2003, pp. 178 – 209.

"The Unbounded Law of God and Territorial Boundaries." In *States, Nations and Borders: The Ethics of Making Boundaries*. Edited by Allen Buchanan and Margaret Moore. Cambridge: Cambridge University Press, 2003, pp. 214 – 227.

"Constitutionalism and the Islamic Sunni Legacy." *UCLA Journal of Islamic and Near Eastern Law* 1, no. 1 (Fall/Winter 2001-02): 67-101.

"Islam and Tolerance: Abou El Fadl Replies." *Boston Review* 27, no. 1 (February/March 2002): 51.

"The Place of Tolerance in Islam." *Boston Review* 26, no. 6 (December 2001/January 2002): 34 – 36. Translated into Arabic for publication in *Al-Rashad*.

"Islam and the Theology of Power." *Middle East Report* 221 (Winter 2001): 28 – 33.

"What Became of Tolerance in Islam." In *Beauty for Ashes*, Edited by John Farina. New York, NY: Crossroad Publishing Company, 2001, pp.71-75.

"Negotiating Human Rights Through Language." *UCLA Journal of International Law and Foreign Affairs* 5, no. 2 (2001): 229 – 236.

Review of "The Origins of Islamic Law: The Qur'an, the Muwatta' and Madinan 'Amal," by Yasin Dutton. *32 International Journal of Middle Eastern Studies* 32 (2000): 531 – 532.

"Fox Hunting, Pheasant Shooting and Comparative Law." Co-authored with Alan Watson. *American Journal of Comparative Law* 48 (2000): 1 - 37.

"The Use and Abuse of Holy War." A Review of James Johnson's, "The Holy War Idea in the Western & Islamic Traditions." *Ethics and International Affairs* 14 (2000): 133 - 140.

"The Rules of Killing at War: An Inquiry into Classical Sources." *The Muslim World* 89, no. 2 (1999): 144 – 157.

"Striking the Balance: Islamic Legal Discourse on Muslim Minorities." *Muslims on the Americanization Path?* Edited by Yvonne Haddad and John Esposito. Atlanta, Ga.: Scholars Press, 1998; Oxford: Oxford University Press, 1999.

KHALED M. ABOU EL PADL
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PUBLICATIONS – ACADEMIC ARTICLES (Continued)

"Political Crime in Islamic Jurisprudence and Western Legal History." *UC Davis Journal of International Law and Policy* 4 (1998): 1 - 28.

"Muslims and Accessible Jurisprudence in Liberal Democracies: A Response to Edward B. Foley's *Jurisprudence and Theology*." *Fordham Law Review* 66 (1998): 1227 – 1231.

Encyclopedia Iranica, Vol. 7, s.v. "Dia," 1996.

"Muslim Minorities and Self-Restraint in Liberal Democracies." *Loyola Law Review* 29, no. 4 1996, 1525 - 1542.

Encyclopedia of the Modern Islamic World, s.v. "Hostages." Co-authored with Asma Sayeed. Oxford: Oxford University Press, 1995.

Encyclopedia of the Modern Islamic World, s.v. "Diplomatic Immunity." Oxford: Oxford University Press, 1995.

"Democracy in Islamic Law." In *Under Siege: Islam and Democracy*. Edited by Richard Bulliet. New York: Middle East Institute of Columbia University, 1994.

"Islamic Law and Muslim Minorities: The Juristic Discourse on Muslim Minorities from the Second/Eighth to the Eleventh/Seventeenth Centuries." *Islamic Law and Society* 1, no. 2 (1994): 141 - 187.

"Legal Debates on Muslim Minorities: Between Rejection and Accommodation." *Journal of Religious Ethics* 22, no. 1, (1994): 127 - 162.

Review of *Law and Islam in the Middle East*, by Daisy Hilse Dwyer, ed. *The American Journal of Islamic Social Sciences* 9, no. 2 (1992): 268 - 272.

"Tax Farming in Islamic Law: A Search for a Concept." *Islamic Studies* 31, no. 1 (1992): 5 – 32.

"Law of Duress in Islamic Law and Common Law: A Comparative Study." *Arab Law Quarterly* 6, no. 2 (1991): 121; *Islamic Studies* 30, no. 3 (1991): 305 - 350.

"Ahkam al-Bughat: Irregular Warfare and the Law of Rebellion in Islam." In *Cross, Crescent & Sword: The Justification and Limitation of War in Western and Islamic Tradition*. Edited by James Turner Johnson and John Kelsay. Westport, Ct.: Greenwood Press, 1990.

OTHER PUBLICATIONS

Article: "Renewing Islam in these Dark Ages," *Australian Broadcasting Corporation* (Aug. 2011), <http://www.abc.net.au/religion/articles/2011/08/04/3285156.htm>.

Article: "The Emergence of Supremacist Puritanism in Modern Islam," *Australian Broadcasting Corporation* (July 21, 2011), <http://www.abc.net.au/religion/articles/2011/07/20/3273754.htm>.

Article: "Islam and Vulgarly in the Modern Age," *Australian Broadcasting Corporation* (June 1, 2011), <http://www.abc.net.au/religion/articles/2011/05/16/3218247.htm>.

Article: "Which Clash? What Civilizations?" *Australian Broadcasting Corporation* (May 16, 2011), www.abc.net.au/religion/articles/2011/06/01/3232566.htm.

KHALED M. ABOU EL FADL
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OTHER PUBLICATIONS (Continued)

Article: "The Culture of Ugliness in Modern Islam," *Australian Broadcasting Corporation* (May 4, 2011), <http://www.abc.net.au/religion/articles/2011/05/04/3208020.htm>.

Article: "What is Shari'a?" *Australian Broadcasting Corporation* (March 22, 2011), <http://www.abc.net.au/religion/articles/2011/03/22/3170810.htm>.

Article: "The Narcissistic Delusions of Hosni Mubarak," *Australian Broadcasting Corporation* (March 10, 2011), <http://www.abc.net.au/religion/articles/2011/03/10/3160282.htm>.

"The Nature of Law and Morality," Policy Research Center, Islamic Foundation, Islamic Society of Britain, April 2010, <http://www.plainislam.com/in-depth/the-nature-of-law-and-morality.aspx>.

"More of the Same: Obama in Cairo." In *Political Theology Online* at <http://www.politicaltheology.com/PT/announcement/view/32>.

"Obama in Cairo" Commentary, Religion and Ethics Newsweekly, June 4, 2009. <http://www.pbs.org/wnet/religionandethics/episodes/june-5-2009/obama-in-cairo/3205/>

"Fascism Triumphant?" Translated into Dutch. Opinion, *VolZin*, The Netherlands, Issue 15, August 7, 2009.

"Al-Qaeda and Saudi Arabia." Opinion, *Wall Street Journal*, 10 November, 2003.

"On Rebuilding Iraq." Opinion, *Wall Street Journal*, 21 April, 2003.

"Past year has been difficult for American Muslims." Editorial, *Dallas Morning News*, 8 September, 2002.

"US Muslims, Unite and Stand Up." Editorial, *Los Angeles Times*, 14, July 2002.

"Moderate Muslims Under Siege." Editorial, *New York Times*, 1 July 2002.

"What Became of Tolerance in Islam?" Editorial, *Los Angeles Times*, 14 September 2001.

"Terrorism is at Odds With Islamic Tradition." Editorial, *Los Angeles Times*, 22 August 2001.

"Islamic Sex Laws." Article, *LA Daily Journal*, 15 August 1999.

"Human Rights Must Include Tolerance." *Los Angeles Times*, 12 August 1997. Excerpted from my testimony before the Secretary of State's Advisory Committee on Religious Freedom Abroad, Bureau of Democracy, Human Rights & Labor, Office of External Affairs, U.S. Department of State, Washington, D.C., 6/97. Republished in: *Austin-American Statesman*, 15 August 1997; *The Orlando Sentinel*, 18 August 1997; *The Philadelphia Inquirer*, 22 August 1997; *The Trenton Times*, 25 August 1997; *Houston Chronicle*, 25 August 1997. Also appeared in Canadian newspapers and the *Herald Tribune* in London, England.

"Critique: Review of the U.S. Department of State's Country Reports on Human Rights Practices, Egypt." Lawyers Committee for Human Rights, 1992, 1993, 1994, 1995, and 1996.

"Weathering Away." Poem in *The Weatherwane*. New Haven, Ct.: Yale University Press, 1985.

"Lebanon: Microcosm of the Middle East Conflict." *The Yale International Forum*, May 1984.

Just Some Whispering Thoughts. Book of Poetry. Kuwait: Dar al-Buhuth al-'Ilmiyya, 1980.

KHALED M. ABOU EL FADL

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Published several Arabic articles, short stories and poems in Egyptian and Kuwaiti newspapers.

SELECTED LECTURES, PANELS AND PRESENTATIONS

Panel Presentation: "Responding to Islamophobia." Sponsored by Critical Race Studies Program, UCLA School of Law, April 16, 2012.

Honorific Event: "Event Honoring Dr. Khaled Abou El Fadl." UCLA School of Law, Los Angeles, CA, March 21, 2012.

Keynote Lecture: Conference, "The Changing Political Face of the Middle East and the Role for Islamic Law," University of Pennsylvania Law School, Philadelphia, PA, March 17, 2012.

Keynote Lecture: Conference, "Locating the Shari'a: Creating New Sources for Knowledge and Inquiry," UCSB, Santa Barbara, CA, February 18, 2012.

Roundtable Participant: "Political Transition, Rule of Law, and Human Rights: What have we learned from the Arab Spring?" Symposium sponsored by the UCLA Journal of International Law and Foreign Affairs: "Law, Human Rights and Revolution: Transitions in the Wake of the Arab Spring," UCLA School of Law, Los Angeles, CA, February 16, 2012.

Featured Lecture and Conversation: with renowned Syrian theologian and philosopher, Jawdat Said. "The Challenging Confronting Modern Muslims: Reflections on Theology and Ethics." Annual Benefit Dinner, Masjid al-Hedayah, Santa Ana, CA, February 4, 2012.

Keynote Lecture: "Is Liberty God's Law? Shari'a, the Military and the Arab Revolutions." Symposium sponsored by the *University of Pennsylvania Journal of International Law*, "Democracy in the Middle East," University of Pennsylvania Law School, Philadelphia, PA, November 11, 2011.

Featured Guest Speaker: Book launch and discussion sponsored by UCLA Islamic Studies IDP and Muslims for Progressive Values, *Progressive Muslim Identities: Personal Stories from the U.S. and Canada*, UCLA, Los Angeles, CA, November 6, 2011.

Endowed Lecture: Kenner Lecture, Lehigh University, "Is Shariah the Solution? The Promises and Problematics of Divine Law Today," Bethlehem, PA, September 13, 2011.

Egyptian TV Guest: Discussed Islamophobia with the Grand Mufti of Egypt, Shaykh Ali Gomaa, on his TV show, "Kalimat al-Haqq", Cairo, Egypt, July 27, 2011.

Lecture: Delivered at conference, "Challenges for Islamic Theology in Europe" to help define the establishment of Islamic Theology within German universities in the context of developing Islamic Theology in Europe. Hosted by the Center of Religious Studies at the University of Munster, and the Center for Comparative Theology and Cultural Sciences at the University of Paderborn, Munster, Germany, June 10-12, 2011.

Keynote Lecture: "Speaking in God's Name: Gender and Islam." Conference named in honor of Dr. Abou El Fadl's book, "Speaking in God's Name: Islamic Law, Authority and Women." Hosted by Inspire, "an award winning consultancy helping Muslim women to reach their full potential in life." London, June 4-5, 2011.

Lecture and Q&A for the book launch of "The Great Theft: Wrestling Islam from the Extremists," translated into Azerbaijani by the U.S. Embassy in Baku, Azerbaijan. Lecture delivered by videoconference between U.S. Embassy in Azerbaijan and UCLA School of Law, May 26, 2011.

Public Lecture and Extended Q&A, Part III: "Shariah Watch: A View from the Inside." UCLA School of Law, Los Angeles, CA, April 14, 2011.

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SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Endowed Lecture: "Conceptualizing Shariah in the Modern State," Donald Giannella Annual Memorial Lecture on Law and Religion, Villanova Law School, Villanova, PA, March 23, 2011.

Moderator. Panel: "Looking Up From Occupation: Israel and the Global Pacification Industry. Examining the development and exportation of models of occupation. A Discussion with Jeff Halper, Coordinating Director of the Israeli Committee Against Housing Demolitions, sponsored by UCLA Law School's Students for Justice in Palestine and the National Lawyers Guild, February 7, 2011.

Expert Panelist. Guest on Channel KCET (Southern California Public Television) television program, "SoCal Connected," discussing the crisis in Egypt, Los Angeles, CA, February 4, 2011.

Public Lecture and Extended Q&A, Part II: "Shariah Watch: A View from the Inside." UCLA School of Law, Los Angeles, CA, February 3, 2011.

Public Lecture and Extended Q&A: "Shariah Watch: A View from the Inside." UCLA School of Law, Los Angeles, CA, November 3, 2010.

Panels: "Exclusion versus Cooperation: Present and Future; Dialogue between Dr. Maher Hathout and Professor Khaled Abou El Fadl" and "Human Rights beyond Confrontation and the Role of Religion" as part of the Second Annual Conference on Contemporary Islamic Thought: Islam and Non-Muslims: Relations beyond Confrontation, Islamic Center of Southern California, Los Angeles, CA, October 17, 2010.

Lecture: "The Core of Islam." Islamic Center of Southern California, Los Angeles, CA, September 26, 2010.

Lecture: "Rationality and Reasonableness in Islamic Law and Theology." Al-Ashari Conference: World Association of Al Azhar Graduates (WAAG), Al Azhar University, Cairo, Egypt. May 8, 2010.

Distinguished Lecture: "Law and Religion in Islam." The 2nd Annual Donald Clark Lecture on Law and Religion. Rutgers Law School, Camden, NJ, April 12, 2010.

Lecture: "The Future of Islam." Islamic Center of Southern California, Los Angeles, CA, March 28, 2010.

Panel: "Reinventing the Enemy Within: Anti-Arab and Islamophobic Legal Discourse and Practice Beyond September 11." Critical Race Studies Kick-off event for the 2009-2010 Series. UCLA School of Law, November 4, 2009.

Lecture: "The Paradoxes of Islamophobia and the Future of the World," University of Nijmegen, Nijmegen, The Netherlands, June 19, 2009.

Commentary: "I Want to Believe, But..." Commentary on Roberto Unger's Lecture on "The Future of Religion and the Religion of the Future," Tanner Lectures on Human Values, Stanford University, Stanford, CA, April 16, 2009.

Opening Lecture: "Women-Hating, Islam-Hating and the Predicament of Shari'ah." Part of Series "Muslim Women: Contemporary Realities," Scripps College, Claremont, CA, January 28, 2009.

Panel: "Identity Politics and Political Identities: Race to the White House 2008," sponsored by Critical Race Studies Program, UCLA School of Law, October 27, 2008.

KHALED M. ABOU EL FADL

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SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Opening Inaugural Address: "Islam and Citizenship," Tilburg University, Opening Ceremonies of the 2008-2009 Academic Year, Tilburg, The Netherlands. September 1, 2008.

Lecture: "Islamic Law and the Challenge of Islamophobia", The Burke Lectureship in Religion and Society, UC San Diego, San Diego, CA, May 5, 2008.

Lecture: "Islamic Theology, Shari'a, and Human Rights Doctrine", Inaugural lecture for the Interfaculty Initiative on Contemporary State and Society in the Islamic World, hosted by the Center for Middle Eastern Studies at Harvard University, Cambridge, MA, March 4, 2008.

Lecture: "Towards Coexistence: Wrestling Islam from Intolerance", Inaugural Keynote for "Islamic Awareness Series 2008: Our Jihad to Reform: The Struggle to Define our Faith," hosted by the Islamic Society of Stanford University, Palo Alto, CA, January 31, 2008.

Seminar: "'Shari'a and the Accommodation of Muslim Minorities under Secular Jurisdictions,'" University of Oslo, Oslo, Norway, November 13, 2007.

Lecture: "Islamic Law and Human Rights: Tensions or Mutual Support?" University of Oslo Human Rights Prize Ceremony Lecture, hosted by the University of Oslo, Oslo, Norway, November 12, 2007.

Lecture: "The Rise of Islamic Extremism and Islamophobia", Cleveland Town Hall Public Lecture Series, Cleveland, OH, October 8, 2007.

Lecture: "What is Islam?" Seicho-No-Ie Annual Conference, New York, NY, August 4, 2007.

Lecture: "A Tribute to Mustapha Aqad," The Armand Hammer Museum of Art and Cultural Center, Los Angeles, CA, June 23, 2007.

Lecture: "American Islam," part of "Spring Camp 2007: Enriching the Mind, Body, and Soul: An Endless Pursuit," hosted by Muslim Student Association of University of Illinois at Urbana-Champaign, April 14, 2007.

Lecture: "Extremism and Islam," followed by a book signing of *The Great Theft*. Hosted by the Political Student Assembly, University of Southern California, Los Angeles, CA, April 11, 2007.

Lecture: "American Islam: The Struggle for the Soul of a Religion. A Conversation with Paul Barret and Dr. Khaled Abou El Fadl", hosted by The Los Angeles Public Library, Los Angeles, CA, February 22, 2007.

Lecture: "Extremism and Islam," Part of the Hammer Forum on social and political issues, hosted by The Armand Hammer Museum of Art and Cultural Center, Los Angeles, CA, January 30, 2007.

Keynote Lecture: "Religion and the Contemporary World", Islamic Cultural Center of Northern California and Graduate Theological Union, Oakland, CA, August 16, 2006.

Lecture: "Clash of Civilization or Clash of Religion?" British University in Cairo, Egypt, March 15, 2006.

Lecture: "Searching for God's Law in the Contemporary Muslim World," American University in Cairo, Egypt, March 13, 2006.

Lecture: "Islamophobia in the West: Myth & Rise," American University in Cairo, Egypt, March 7, 2006.

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SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Lecture: "Is Human Rights Responsible for the War on Terror?" 2006 Oxford Amnesty Lectures Series, Oxford, United Kingdom, March 2, 2006.

Lecture: "The Great Theft", St. Bartholomew's Church, New York, NY, November 1, 2005.

Lecture: "The Great Theft", 92nd Street Y, New York, NY, October 30, 2005.

Lecture: "The Great Theft", Temple of Universal Judaism and Park Avenue Christian Church, New York, October 29, 2005.

Lecture: "The Great Theft", Grace Cathedral, San Francisco, Ca., October 16, 2005.

Lecture: "The Great Theft", Commonwealth Club of Silicon Valley, San Jose, Ca., October 14, 2005.

Lecture: "The Great Theft", World Affairs Council, San Francisco, Ca., October 12, 2005.

Lecture: "Muslims Under Siege: Who Speaks for Islam Today?", International Institute of Islamic Thought and Civilization, Malaysia, July 28, 2005.

Lecture: "Terrorism—The Islamic Perspective" International Islamic University Malaysia (IIUM), Malaysia, July 28, 2005.

Lecture: "Playing God: Who Speaks for Islam Today?" Hosted by the Sisters in Islam Organization, Malaysia, July 27, 2005.

Lecture: "A Blueprint for Cohesive Bonding Between the Muslim World and the USA", Akademi Aidit & AG Aspirations, Malaysia, July 27, 2005.

Keynote Lecture: Women and New Social Order, International Conference, Jogjakarta, Indonesia, July 26, 2005.

Lecture: "Renewal of Islamic Thought: From Authoritarianism to Progressiveness," Islamic University of Jogjakarta, Jogjakarta, Indonesia, July 25, 2005.

Lecture: "The Place of Tolerance in Islam", Jakarta, Indonesia, July 22, 2005.

Lecture: "Speaking in God's Name", Jakarta, Indonesia, July 21, 2005.

Lecture: "Free Speech", Muhammadiyah, Jakarta, Indonesia, July 20, 2005.

Lecture: "Uncovering The Authoritarianism in Religion", Launch of Journal PERSPEKTIF PROGRESIF, Jakarta, Indonesia, July 18, 2005.

Lecture: "Muslims Under Siege", Abdul Aleem Siddique Mosque, Singapore, July 17, 2005.

Lecture: "The Good, The Bad & The Ugly: *The Search for Beauty in Islam*", Darul Arqam, Singapore, July 16, 2005.

Lecture: "Playing God: *Who Speaks for Islam Today?*" Darul Arqam Singapore, July 15, 2005.

Lecture: "The Islamic State: Between Myth and Reality", Institute of Defense and Strategic Studies (IDSS), Singapore, July 13, 2005.

Lecture: "Re-engaging Islam", Islamic Religious Council of Singapore, July 11, 2005.

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SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Keynote Lecture: "Political Islam", PISAP/NESA 12th Annual Conference, Political Islam: Critical and Emerging Ideologies and Actors, Arlington, VA, June 9, 2005.

Lecture: "Democracy and Global Islam" University of California at Berkeley's Institute of Governmental Studies, Berkeley, CA, April 22, 2005.

Lecture: "Democracy, Authoritarianism and Islamic Fundamentalism: Challenges and Opportunities." International Conference on "The Future Of Islam, Democracy, And Authoritarianism In The Muslim World," sponsored by the International Centre for Islam and Pluralism, Jakarta, Indonesia, December 6, 2004.

Lecture: "Is there a distinctly Islamic view of human rights and is it compatible with the Universal Declaration of Human Rights?" Islam Program at the Center for Strategic and International Studies (CSIS), Washington, D.C., September 7, 2004.

Lecture: "Islamic Law: Continuity or Change?" Conference on Critical Islamic Reflections, Yale Law School, April 24, 2004.

Lecture: "Shari'a and Women's Rights." Presented to the Council on Foreign Relations, New York, NY, April 15, 2004.

Lecture: "Tolerating Differences in Islamic Law." The 2004 Public Lecture on Law and Diversity. University of Toronto Law School, Toronto, Canada, March 18, 2004.

Testimony: Before the National Commission on Terrorist Attacks Upon the United States (aka 9/11 Commission) regarding "Security and Liberty" under the topic "Use of Immigration Laws to Combat Terrorism." Washington, D.C., December 8, 2003.

Lecture: "The Human Rights Challenge to Islamic Law." The Schell Center for International Human Rights, Yale Law School, New Haven, CT, December 5, 2003.

Lecture: "Speaking, Killing and Loving in God's Name." The Levinson Lectures on Religion, Democracy and Justice, University of Virginia, November 7, 2003.

Lecture: "Islam and Human Rights." Sponsored by the Clarke Fund for the Middle East and the Department of Near Eastern Studies, Cornell University, Ithaca, NY, September 19, 2003.

Testimony: Before the Senate Committee on the Judiciary Subcommittee on the Constitution, civil Rights and Property Rights and the Senate Committee on Foreign Relations Subcommittee on Near Eastern and South Asian Affairs, United States Senate, on "Constitutionalism, Human Rights, and the Rule of Law in Iraq." Washington, D.C., June 25, 2003.

Discussion: "Religion and Our World in Crisis." A public discussion with Rabbi Harold Schulweis, hosted by Krista Tippett, sponsored by "Speaking of Faith" Radio Program and Southern California Public Radio, produced by Minnesota Public Radio, Skirball Center, Los Angeles, CA. June 19, 2003.

Testimony: Before the Commission on International Religious Freedom on the role of Islamic law in Iraq and Afghanistan, June 12, 2003.

Panel: "Islam and American Democracy." Sponsored by the Center of Ethics and Public Policy, Washington, D.C. May 30, 2003.

Panel: "Islam and the Challenge of Democracy." Sponsored by the Boston Review and OnPoint Radio, WBUR, a Boston NPR station, at MIT, Boston, MA. May 13, 2003.

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SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Lecture: "Conflicting Visions and Competing Voices of Islam after 9/11." Sponsored by The Center for the Study of Religion and Conflict at Arizona State University, Tempe, AZ, April 30, 2003.

Lecture: "Islam and Democracy." Sponsored by the John M Olin Center or Inquiry into the Theory and Practice of Democracy, University of Chicago, Chicago, IL, April 24, 2003.

Lecture: "Islam and Women." Sponsored by Faculty Women's Club, UCLA, Los Angeles, CA, March 18, 2003.

Panel: "Nuclear Weapons, North Korea and US Foreign Policy." Sponsored by the International Law Society, UCLA School of Law, Los Angeles, CA, February 10, 2003.

Lecture: "The Applicability of Shari'a in a Contemporary World: the Case for Human Rights." Sponsored by the Council on Middle East Studies at the Yale Center for International and Area Studies and the Department of Religious Studies, Yale University, New Haven, CT, February, 2003

Lecture: "Islam and the Rules of War." Public lecture, Stanford Law School, February, 2003.

Conference: "Democracy and Islam in the New Constitution of Afghanistan." RAND Center for Asia Pacific Policy, Santa Monica, CA, January 28, 2003

Paper: "The Human Rights Commitment in Modern Islam." Delivered to the International Development Law Organization. Conference on "The Role of Law in a Modern Afghanistan," Rome, Italy, December, 2002.

Lecture: "Hearing Internal Islamic Dialogues". Delivered to Office of Near East and South Asia Analysis (NESA), the CIA research directorate. Arlington, VA, November, 2002.

Lecture: "Islamic Political Thought and Democracy: A Conversation with Khaled Abou El Fadl." Sponsored by the Ethics and Public Policy Center, Washington, D.C., November, 2002.

Lecture: "Islam, Judaism and the Middle East," a discussion with Rabbi Chaim Seidler-Feller. 2002 UCLA Leadership Symposium, sponsored by the UCLA Foundation, Indian Wells, CA, November, 2002.

Debate: "Martyrs or Murderers? Terrorism and Suicide Bombings." Plenary Discussion with Sheik Youssef Al Qaradawi, moderated by Stephen Cohen, at the 2002 Doha Conference on U.S. Relations with the Islamic World. Sponsored by the Brookings Institute and the Qatar Government. Doha, Qatar, October 19, 2002.

Debate: "A Conversation on the Theme: An Islamic Reformation?" Debate with Bernard Lewis, moderated by Gerald Seib, Wall Street Journal. Sponsored by Global Policy Exchange, Washington, D.C., October 18, 2002.

Lecture: "Contemporary Debates in Islam," part of conference on "Understanding the Islamic World." Sponsored by the US State Department's Policy Planning Department, Foreign Service Institute & The National Intelligence Council, Washington, D.C., September, 2002.

Keynote Address: "Islamic Reformation and Women." Delivered to the Canadian Council of Muslim Women, 10th Anniversary Conference, Toronto, Canada, October, 2002.

Lecture: "The Future: Prospects for a Muslim Reformation," at symposium on "The Jihadists, Mainstream Islam, and the Lessons and Consequences of September 11," presented to analysts and policy makers in the US Intelligence community, July 24, 2002.

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SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Forum: "Isaac Encounters Ishmael: A Muslim-Jewish Conversation." Discussion with Rabbi Chaim Seidler-Feller. Sponsored by the UCLA Center for Near Eastern Studies, May, 2002.

Lecture: "Islamic Law and Reason." 17th Annual Giorgio Levi Della Vida Award and Conference, "From Islamology to the Critique of 'Islamic' Reason." Sponsored by the UCLA Center for Near Eastern Studies, May, 2002.

Keynote Address: Equity, Tolerance and the Challenge of Fundamentalism, Inauguration of the Center for the Study of Constitutional Law, Cardozo University Law School, New York City, NY, April, 2002.

Discussion: "Understanding Islam in Light of the Issues of Our Times," sponsored by Hebrew Union College – Jewish Institute of Religion and the North American Federation of Temple Brotherhoods, Pacific Southwest Region, April, 2002.

Keynote Address: "Challenges and Prospects for Islamic Peacebuilding after September 11." The Kroc Institute, University of Notre Dame, South Bend, IN, April, 2002.

Keynote Address. "Dueling Fates: Should the International Legal Regime Accept a Collective or Individual Paradigm to Protect Women's Rights?" Michigan Journal of International Law, University of Michigan Law School. April, 2002.

Discussion: "Authority, Extremism and Religious Law." A discussion with Rabbi Yitzchok Adlerstein. Loyola Law School, Los Angeles, CA, March, 2002.

Panel: "The Islamic View." Part of "Law and Faith: A Conference of Religiously-based Law Schools." Sponsored by Pepperdine University, Malibu, CA, February, 2002.

Seminar: "The Future of Disciplinary Knowledges." Distinguished Lecturer Series, the inaugural program for the University of Texas Humanities Institute to open in the 2001-2002 academic year. Austin, TX, 2/2002.

Forum: "The Legacy of the Ten Commandments: Ancient Text and Modern Contexts." UCLA Center for Jewish Studies 2001-2002 Public Forum. Series of eleven lectures over fall and winter quarters featuring two speakers and a moderator each evening. Los Angeles, CA, 1/2002.

Conference: "A Call for Reckoning: Religion and the Death Penalty." Speaking on the topic of Faith Traditions & The Death Penalty. Sponsored by The Pew Forum on Religion and Public Life, The University of Chicago Divinity School, 1/2002.

Lecture: "Who Speaks for Islam?" Museum of Tolerance, Simon Wiesenthal Center, Los Angeles, CA, 12/2001.

Lecture: "Do Not Murder." Part of the series on the Ten Commandments. Sponsored by the UCLA Jewish Studies Program and University of Judaism, UCLA Campus, Los Angeles, CA, 11/2001.

Lecture: "Islamic Law and Terrorism." Representing the UCLA Medical Center and Medical Group through the Visiting Speakers Program. Lecture to 150 physicians at Tarzana Regional Medical Center, Tarzana CA, 11/2001.

Lecture: "Islamic Law and Terrorism." Delivering to the Anti-Defamation League Executive Board, Los Angeles, CA, 10/2001.

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SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Lecture: Delivered to the Advisory Committee of the Middle East Division of Human Rights Watch, New York, NY, 10/2001.

Panel: "Perspectives on September 11, 2001: A UCLA Teach-In." UCLA panel on the tragedies of September 11 and their implications for the world from diverse perspectives, 10/2000.

Panel: "Perspectives on Central Asia and the Middle East." Sponsored by UC Irvine Department of History, 10/2001.

Lecture: "Women and Islamic Law." Part of "Feminism and the Law" series at Rice University, sponsored by the Feminist Reading Group.

"Racism." Part of "Perspectives on September 11, 2001," UCLA Law School panel on the tragedies of September 11 and their impact. 10/2001.

"Conflict Resolution as a Normative Value in Islamic Law: Handling Disputes with Non-Muslims." Part of the Smith-Richardson Foundation Seminar Series, The Islam Seminar, sponsored by the International Center for Religion and Diplomacy, Washington D.C., 9/2001.

"Muslim Identity in the West," Conference on Islam and Muslims in America, sponsored by the Middle East Studies Center and the Department of Near Eastern Languages and Cultures. Ohio State University, 5/2001.

"The Challenge of Speaking in God's Name: Islamic Law and Authoritativeness." Department of Religious Studies, Stanford University, 4/2001.

"The Arrested Development of Muslim Thought: An Evening with Dr. Khaled Abou El Fadl." Lecture sponsored by Muslim Support Group, Houston, TX, 4/2001.

"Islamic Law and the Challenges of Modernity." One-day seminar sponsored by Muslim Support Group, Houston, TX, 4/2001.

Book Signing for *Conference of the Books: The Search for Beauty in Islam*. Barnes and Noble Booksellers, Austin, TX, 4/2001.

Book Signing for *Conference of the Books: The Search for Beauty in Islam*. Midnight Special Bookstore, Santa Monica, CA, 4/2001.

"Banished From the Constitution: Immigrants and the First Amendment." Panel sponsored by the Near Eastern Legal Society, UCLA School of Law, and the Graduate Student Association. Helped organize the conference and delivered the introductory lecture. UCLA School of Law, 3/2001.

"Islamic Law, Human Rights, and Terrorism," Law and Society in the Middle East Seminar Series, cosponsored by the Center for Law, Policy and Social Science; the Department of Near East Languages and Cultures; and the Middle East Studies Center. Ohio State University College of Law, 3/2001.

Panel on "Who Shall Live and Who Shall Die? Faith-Based Responses to the Death Penalty." Sponsored by The Jewish Community Relations Committee (JCRC) of The Jewish Federation's Metropolitan and Western Region, Los Angeles, CA, 11/2000.

KHALED M. ABOU EL FADL
Curriculum Vitae, Page 23

SELECTED LECTURES, PANELS AND PRESENTATIONS (Continued)

Panel participant: "Shari'a: Islamic Jurisprudence and Minority Rights in Muslim Countries." Part of *Conference on Islam and Religious Freedom*, co-sponsored by the U.S. Department of State; Bureau of Intelligence and Research; Bureau of Democracy, Human Rights and Labor, Washington, D.C., 11/2000.

"Rebellion in Islamic Law: The Negotiative Legal Process." Center for Middle Eastern Studies, University of California at Berkeley, 9/2000.

"Two Days of Islamic Law with Dr. Khaled Abou El Fadl." Special Weekend Program, Islamic Society of Akron and Kent, Cuyahoga Falls, OH, 7/2000.

Chair of Panel on "Regional Concerns in 2000 and Beyond: Border Disputes." International Conference on *Iran, Iraq and the Arab States of the Gulf*. Sponsored by the Center for Near Eastern Studies and Internal Studies and Overseas Programs, UCLA, Los Angeles, CA, 5/2000.

"Islamic Law, Beauty and Ugliness." Islamic Society of Orange County, Garden Grove, CA, 5/2000.

"Constitutionalism in Islamic Juristic Sources." Lecture at conference on *Islam and Constitutionalism*. Sponsored by the Islamic Legal Studies Program, Harvard Law School, 4/2000.

"Colonizing Women: The Ethical and Legal Issues Surrounding Systematic Gender and Race Discrimination." Conference co-sponsored by the Journal of International Law and Foreign Affairs and the International Law Society, UCLA School of Law. Helped organize the conference and delivered the introductory lecture. Los Angeles, CA, 4/2000.

"A Secured Marriage: The Use of Conditions in Islamic Marriage Contracts." Panel on *Women, Law & Reform in Modern Egypt* at the 51st Annual Meeting Program of The American Research Center in Egypt. Co-sponsored by UC Berkeley Center for Middle Eastern Studies; P.A. Hearst Museum of Anthropology; Department of Near Eastern Studies; Graduate Division of UC Berkeley; Graduate Program in Ancient History and Mediterranean Archeology. UC Berkeley, 4/2000.

Keynote Speaker: *Democracy in Islam and The Political Empowerment of Muslims in the U.S.* Sponsored by the Westchester American Muslim Association, New York, 4/2000.

"Challenges Confronting Islamic Law in the Modern Age." Three-part lecture series sponsored by the Islamic Center of Southern California, Los Angeles, CA 2/2000 – 3/2000.

"Fundamentalism in Early Islam." Lecture as part of the symposium entitled *Whither Islamic Fundamentalism?* sponsored by the G. E. Von Grunbaum Center for Near Eastern Studies, UCLA, Los Angeles, CA, 2/2000.

"Islamic Law and Authority." Winter 2000 Colloquium Series, Center for the Study of Religion, UCLA, Los Angeles, CA, 1/2000.

Invitation to International Conference on "Aspects of Islamic Law in the Pre-Modern Period." Sponsored by The Institute for Advanced Studies, The Hebrew University of Jerusalem, Jerusalem, 1/2000.

Testified before the Secretary of State's Advisory Committee on Religious Freedom Abroad, Bureau of Democracy, Human Rights & Labor, Office of External Affairs, U.S. Department of State, Washington, D.C., 6/97. This lecture was excerpted at length in *The Los Angeles Times*, 8/12/97 and republished in *The Austin-American Statesman*, 8/15/97; *The Orlando Sentinel*, 8/18/97; *The Philadelphia Inquirer*, 8/22/97; *The Trenton Times*, 8/25/97; *Houston Chronicle*, 8/25/97. Also appeared in Canadian papers and the *Herald Tribune* in London, England.

KHALED M. ABOU EL PADL
Curriculum Vitae, Page 24

OTHER LECTURES

I am regularly invited to lecture on various topics of Islamic law within a broad range of religious contexts, ie. services for the Islamic, Jewish and Christian faiths, as well as panel discussions among scholars of many faiths. I have lectured around the country at numerous religious centers including: the Islamic Centers of Southern California; Orange County, CA; Palo Alto, CA; Cuyahoga Falls, Ohio; San Francisco, CA; Orlando, FL; Hillel House, Westwood, CA; UCLA Episcopalian Church.

LANGUAGES

English, Arabic, French, Latin, Ottoman Turkish, Persian, Hebrew, Syriac and Aramaic.



EXHIBIT B

ER280

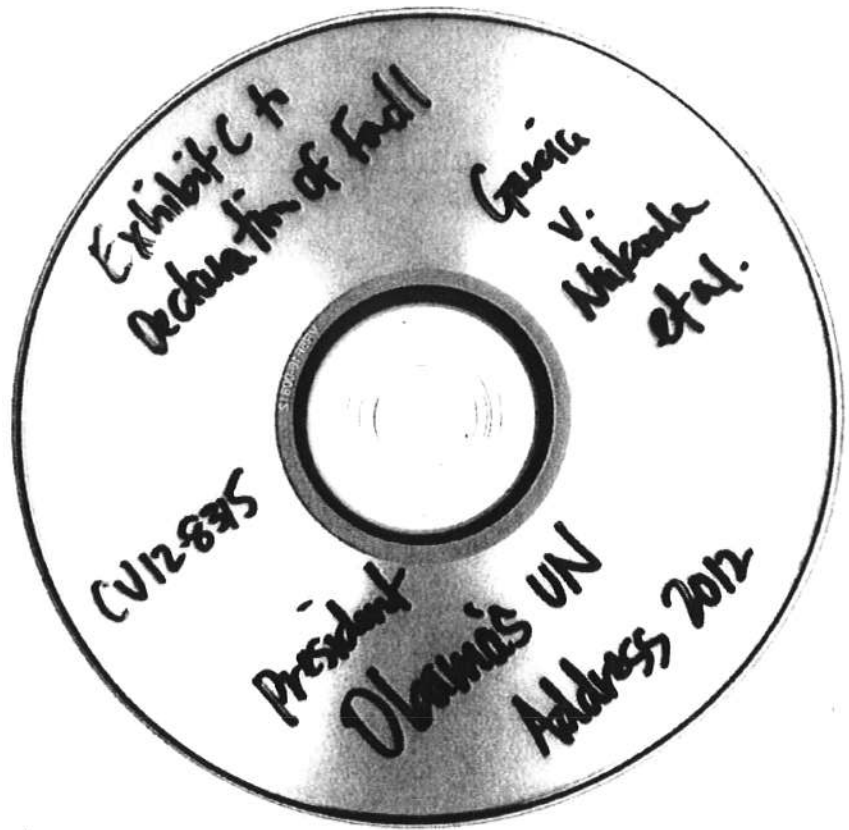


EXHIBIT C

ER281

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 11900 Olympic Boulevard, Suite 730, Los Angeles, California 90064.

On October 17, 2012 I served the following document(s) described as:

(1) *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND AN ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

(2) REQUEST FOR JUDICIAL NOTICE

(3) DECLARATIONS OF CINDY LEE GARCIA, DAN SUTTER, GAYLORD FLYNN, DR. KHALED ABOU EL FADL, ALL IN SUPPORT OF *EX PARTE* APPLICATION

(4) DECLARATION OF DAVID HARDY IN SUPPORT OF *EX PARTE* APPLICATION

(5) DECLARATION OF M. CRIS ARMENTA IN SUPPORT OF *EX PARTE* APPLICATION

(6) DECLARATION OF ZAHAVAH LEVINE IN SUPPORT OF *EX PARTE* APPLICATION

(7) [PROPOSED] ORDER GRANTING PLAINTIFF'S *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER, ISSUANCE OF ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

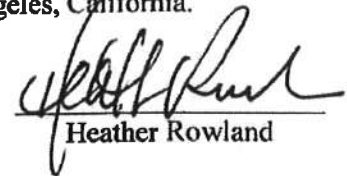
1 on the interested parties in this action by placing true copies thereof addressed as follows:

2 Timothy L. Alger
3 Sunita Bali
4 Perkins Coie LLP
5 3150 Porter Drive
6 Palo Alto, CA 94304-1212
7 TAlger@perkinscoie.com
8 sbali@perkinscoie.com

9 ☒ BY ELECTRONIC MAIL, pursuant to the consent of the above counsel

10 I declare under penalty of perjury under the law of the State of California that the above is true and
11 correct and that I am employed in the office of a member of the Bar of this Court at whose
12 direction the service was made.

13 Executed on October 17, 2012 in Los Angeles, California.

14 
15 Heather Rowland

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 1511 West Beverly Blvd, Los Angeles, California 90026.

On _____ I served the following document(s) described as:

(1) EX PARTE APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND AN ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

(2) REQUEST FOR JUDICIAL NOTICE

(3) DECLARATIONS OF CINDY LEE GARCIA, DAN SUTTER, GAYLORD FLYNN, DR. KHALED ABOU EL FADL, ALL IN SUPPORT OF EX PARTE APPLICATION

(4) DECLARATION OF DAVID HARDY IN SUPPORT OF EX PARTE APPLICATION

(5) DECLARATION OF M. CRIS ARMENTA IN SUPPORT OF EX PARTE APPLICATION

(6) DECLARATION OF ZAHAVAH LEVINE IN SUPPORT OF EX PARTE APPLICATION

(7) [PROPOSED] ORDER GRANTING PLAINTIFF'S EX PARTE APPLICATION FOR A TEMPORARY RESTRAINING ORDER, ISSUANCE OF ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Nakoula B. Nakoula
c/o
Los Angeles County Sheriff's Department
Stanley Mosk Courthouse
110 North Grand Avenue Room 525
Los Angeles, 90012

☐ **PERSONAL SERVICE:** On _____ I served the foregoing documents listed above by personally handing them to _____

I declare under penalty of perjury under the law of the United States of America that the above is true and correct and that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on _____ in Los Angeles, California.

PROOF OF SERVICE

1 M. Cris Armenta (SBN 177403)
2 THE ARMENTA LAW FIRM APC
3 11900 W. Olympic Boulevard, Suite 730
4 Los Angeles, CA 90064
5 Tel: (310) 826-2826 x 108
6 Facsimile: (310) 826-5456
7 Email: cris@crisarmenta.com

8 Credence E. Sol (SBN 219784)
9 La Garenne
10 86300 Chauvigny
11 France
12 Telephone: 06 74 90 22 08
13 credence.sol@sol-law.com

14 Attorneys for Plaintiff
15 Cindy Lee Garcia

16 UNITED STATES DISTRICT COURT
17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 CINDY LEE GARCIA, an individual,
19 Plaintiff,

20 vs.

21 NAKOULA BASSELEY
22 NAKOULA, an individual also
23 known as SAM BACILE, MARK
24 BASSELEY YOUSSEF,
25 ABANOB BASSELEY
26 NAKOULA, MATTHEW
27 NEKOLA, AHMED HAMDY,
28 AMAL NADA, DANIEL K.
29 CARESMAN, KRITBAG
30 DIFRAT, SOBHI BUSHRA,
31 ROBERT BACILY, NICOLA
32 BACILY, THOMAS J. TANAS,
33 ERWIN SALAMEH, YOUSSEFF
34 M. BASSELEY, and/or MALID
35 AHLAWI; GOOGLE, INC., a
36 Delaware Corporation;
37 YOUTUBE, LLC, a California
38 limited liability company, and
39 DOES 1 through 10, inclusive.

40 Defendants.

Case No. CV12-8315-MWF-(VBKx)

**DECLARATION OF
ZAHAVAH LEVINE IN
SUPPORT OF EX PARTE
APPLICATION**

DECLARATION

ER287

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

VIACOM INTERNATIONAL INC.,
COMEDY PARTNERS, COUNTRY MUSIC
TELEVISION, INC., PARAMOUNT
PICTURES CORPORATION, and BLACK
ENTERTAINMENT TELEVISION
LLC,

Plaintiffs,

v.

YOUTUBE, INC., YOUTUBE, LLC, and
GOOGLE INC.,

Defendants.

ECF Case

Case No. 1:07-cv-02103 (LLS)

**DECLARATION OF ZAHAVAH
LEVINE**

I, Zahavah Levine, declare as follows:

1. I am currently Associate General Counsel of Google Inc. ("Google"). Prior to Google's acquisition of YouTube, Inc. ("YouTube"), I was General Counsel and Vice President of Business Affairs of YouTube. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently to them.

2. I have been a practicing attorney for fourteen years, and have spent most of my career practicing copyright law, first in private practice and then as in-house counsel to various companies. I have devoted the better part of my professional life to working hand-in-hand with major media companies on copyright licensing and copyright protection strategies.

3. In February 2006, I was contacted by Chris Maxcy at YouTube and asked to consider joining the company as its first in-house lawyer and its general counsel. Given my existing working relationships with some of the largest copyright holders in the world, I naturally inquired about YouTube's views regarding copyright protection during the interview process. The

company's founders Chad Hurley and Steve Chen, and a board member, Roelof Botha, explained YouTube's philosophy on this issue. They each strongly impressed upon me that neither they nor YouTube had any interest in growing the company or profiting by virtue of the presence of materials on the service that infringed others' copyrights. Each assured me that I would be given substantial resources and broad discretion to enable the company and copyright holders to combat the unauthorized uploading of videos to the YouTube service, and that they supported those efforts.

4. Since joining YouTube in March 2006, I have spent the considerable majority of my time – thousands upon thousand of hours – working with the company's executives, engineers, business development teams, product designers and staff as well as countless partners and users to minimize the incidence of unauthorized copyrighted material on the service, while ensuring that YouTube remained a vibrant platform for users around the world to share their own videos. During my tenure, YouTube and its parent company Google, have invested many millions of dollars on technologies and teams of employees directed to that end.

YouTube's User Education

5. A key component of YouTube's approach to protecting copyright holders is to educate its users. Through multiple means, YouTube warns users that they are prohibited from uploading to the site any copyrighted content to which they do not hold the rights, and strives to teach users how to abide by that prohibition.

6. Before being permitted to upload a video to the site, an individual must first register for our service. As part of the registration process, users must affirmatively accept YouTube's terms of use agreement. A true and correct copy of our current terms of use agreement is located at <http://www.youtube.com/t/terms> and is attached to this declaration as Exhibit 1. Virtually every page of the site contains a direct link to this agreement. It emphasizes YouTube's explicit prohibition on users' uploading copyrighted material that they do not have the right or authorization to share:

In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise

subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein.

YouTube's terms of use agreement also makes clear that:

YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice.

These terms of the user agreement (and the condition that they be accepted before a user can upload a video) have been in force in essentially the same manner since YouTube's public launch in December 2005. True and correct copies of our December 2005 and January 2007 terms of use agreements with users are attached to this declaration as Exhibit 2.

7. YouTube also prominently features "Community Guidelines" for the service which are incorporated as part of its terms of service agreement and reinforce the message:

Respect copyright. Only upload videos that you made or that you are authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations. Read our Copyright Tips for more information.

A true and correct copy of the current Community Guidelines page is attached to this declaration as Exhibit 3. YouTube's Community Guidelines, also at times called the "Code of Conduct," have contained essentially the same directives regarding copyright matters since they were added to the site in October 2006. True and correct copies of the October 2006 Community Guidelines and January 2007 Community Guidelines are attached to this declaration as Exhibit 4.

8. Beyond the express agreement YouTube obtains from users and the warnings contained in that agreement and the Community Guidelines, each time a user seeks to upload a video, YouTube explicitly reminds them, via multiple messages prominently displayed in the upload process, that they are prohibited from uploading copyrighted content unless they have the

right or authorization to do so. That warning is displayed in a highlighted box right next to the upload button on the "Video Upload" screen a user must view to upload a video. It reads:

Important: Do not upload any TV shows, music videos, music concerts, or commercials without permission unless they consist entirely of content you created yourself.

The Copyright Tips page and the Community Guidelines can help you determine whether your video infringes someone else's copyright.

By clicking "Upload Video", you are representing that this video does not violate YouTube's Terms of Use and that you own all copyrights in this video or have authorization to upload it.

A true and correct copy of the page a user encounters to upload a video is attached as Exhibit 5. The same message appears again on the screen where users are asked to provide descriptions of videos they have uploaded. YouTube has displayed equally prominent and direct warnings to users uploading videos to the service since my arrival at the company. For example, attached as Exhibit 6 to this declaration are true and correct examples of warnings provided to users during the YouTube upload process as of January 2007.

9. On our "Copyright Tips" page, located at http://youtube.com/t/howto_copyright, we give users considerable practical guidance on copyright basics and again describe the consequences to users of copyright infringement on the site. That same page provides links to even more information we prepare so that users can "*Learn More About Copyright*," including answers to questions such as "*How do I know what is copyrighted?*" and "*What will happen if I upload infringing content?*" A copy of this page is attached to this Declaration as Exhibit 7.

10. YouTube also dedicates an area of the "Help" section of its website to providing users and content owners alike with information about copyright issues and YouTube's approach regarding copyrighted material. A true and correct copy of this "Help" page <http://www.google.com/support/youtube/bin/topic.py?topic=10554> is attached hereto as Exhibit 8.

User Verification

11. Another step YouTube takes to deter infringing activity on the site (which has been in place since I arrived at the company) is to require that users submit a valid and working email

address to the company before the user may upload any video. YouTube verifies the accuracy of the email address provided by sending an email to the address and requiring the user to respond to it. Only after the validity of the email address is verified may the user upload a video to the service. By requiring verified email addresses, YouTube can ensure there is a mechanism to warn users of improper use of the service, and more readily hold them accountable for such use by, for example, terminating their account.

12. To further minimize the incidence of unauthorized copyrighted material on the site YouTube has, since March 2006, limited the duration of videos uploaded by ordinary users to ten minutes in length to prevent users from uploading a video file consisting of an entire television show or feature length film. To ensure YouTube remains a platform through which users can express themselves freely, we have, at times, made exceptions to our policy for certain users in an effort to accommodate their requests to share longer personal videos. In such cases, however, we have required additional verification from those users in an effort to ensure that the additional privilege we afforded them was used properly.

YouTube and the DMCA

13. YouTube has also sought to assist copyright owners in preventing infringement on the site by complying with the requirements and procedures of 17 U.S.C. §512 of the Digital Millennium Copyright Act ("DMCA").

Registering a DMCA Agent

14. YouTube has designated an agent pursuant to the requirements of the DMCA, and has provided that agent's contact information to the Copyright Office. YouTube's agent is available to receive notifications of alleged copyright infringement on the site, and can be contacted at: DMCA Complaints, YouTube, Inc., 901 Cherry Ave., Second Floor, San Bruno, CA 94066, Fax: (650) 872-8513, Email: copyright@youtube.com.

15. Our DMCA agent's contact information is accessible through YouTube's "Copyright Infringement Notification" page, located at http://www.youtube.com/t/dmca_policy. A

link to this page is included at the bottom of virtually every page displayed on YouTube.com and is identified by the title "Copyright." Rights holders can also directly access this information via links located on various YouTube.com pages, including: (1) the "Contact Us" page (http://www.youtube.com/t/contact_us) and (2) the "Copyright Tips" page (http://www.youtube.com/t/howto_copyright). These materials have existed in substantially the same form on the site since I arrived at the company.

Notice and Takedown Procedure

16. We have listed on our "Copyright Infringement Notification" page the information the DMCA requires (and that we request) copyright holders provide to YouTube to enable us to locate and remove allegedly infringing content. A true and correct copy of this page, http://www.youtube.com/t/dmca_policy is attached hereto as Exhibit 9.

17. Our goal is to make it very easy for copyright owners to inform us of alleged copyright infringement on our site. In addition to processing DMCA notices received by postal mail, email or fax, YouTube has developed an online form that walks content owners step-by-step through the process of sending us a DMCA notice. A true and correct copy of the form is attached hereto as Exhibit 10 and is accessible at http://www.youtube.com/copyright_complaint_form.

18. Further, in March 2006, YouTube launched its Content Verification Program ("CVP"). That program, open to any copyright owner, offers a tool we built to enable content owners to easily locate and flag their videos on the service and send DMCA notices with the click of a mouse. Content owners who sign up for CVP receive lists of videos matching search queries that they input. They can then flag videos they want removed simply by checking a box next to those videos on the list, and electronically send us a valid DMCA notice for such videos simply by clicking a button. I believe YouTube was the first online video service to offer such functionalities to content owners. To date, over 3000 content owners have registered to use the tools in our CVP program, and the tools are available worldwide and around the clock.

19. Once YouTube receives a notification of alleged infringement that substantially complies with the DMCA's requirements, we act promptly to remove the identified material from our service or disable access to it. Throughout my tenure at the company, we have removed almost all of the videos identified in DMCA notices within 24 hours; indeed, for the vast majority of DMCA notices (about 85%), we remove the identified videos within a few minutes using automated tools. We also employ a team throughout the world dedicated to processing manually-submitted DMCA notices, and to assisting copyright holders and users with issues arising from the notice process.

20. Our ability to process DMCA notices was severely tested by Viacom on Friday, February 2, 2007, when Viacom (through its agent, BayTSP) sent us DMCA notices requesting we remove more than one hundred thousand videos from the site. To handle that volume of requests, we had to devise special procedures and write special computer programs to ensure we did not disrupt the normal operation of the site. We also brought in additional personnel and had teams working overtime, around-the-clock through the weekend to respond. To complicate matters, at the same time, we were receiving regular "retractions" from Viacom for videos that it had included in these notices but which it then told us should not be removed. We were also receiving a stream of complaints from users and content partners claiming that Viacom was improperly requesting removal of their videos. And Viacom continued to send additional notices requesting much smaller groups of videos be removed. Despite all this, through our efforts, we were able to remove virtually all of the videos identified in Viacom's large-scale notice before the next business day.

21. For the purposes of these litigations, we have adopted a policy of removing videos from the site promptly after we become aware that they were identified in plaintiffs' various pleadings as allegedly infringing their copyrights. That policy, which I know was regularly followed, applied even where the plaintiffs did not send DMCA notices to YouTube's registered DMCA agent requesting removal of the videos. As a result, I understand that all of the videos that plaintiffs have claimed infringe their copyrights in these cases were removed from YouTube

shortly after they were identified to us, whether by DMCA notice or otherwise, to the extent those videos had not previously been removed.

22. YouTube's prompt responsiveness to takedown requests has drawn consistent praise and appreciation from content owners for years:

- "Thank you very much for your quick action to remove 'SUKKIRI' materials per our email of 20th July, 2006." (Nippon Television Network Corporation, 7/21/06)
- "Thanks for the SUPER FAST response – you guys rock!!!!!!!" (JustSayGO LLC – 11/11/2006)
- "Thank you very much indeed for your fast response. I highly appreciate it as well you as your attitude towards the exchange of audiovisual materials through the Net. Thanks to companies like yours our business can be secure while taking advantage of the benefits of new technologies." (Antonio Hens -- 11/16/2006)
- "Thank you for the quick response. We appreciate your help in complying with this request" (NBC Universal, 4/4/07)
- "thank you so much, I really appreciate your wonderful work. I never thought you would be so efficient." (Somali Musician, Aar, 6/27/07)

I have attached these and other samples of similar messages drawn from our customer service database to this declaration as Exhibit 11. I could easily find hundreds more.

23. Beyond simply removing a video from the site when it has been the subject of a valid DMCA notice, we also email/contact the user who uploaded the video as part of our user education program to: (a) apprise them of the allegation; (b) remind them of the company's policy prohibiting upload of unauthorized copyrighted material; and (c) warn them that repeated acts of copyright infringement will result in the termination of their YouTube account. Copies of the standard messages we send users, which have been substantially the same since I arrived at the company, are attached hereto as Exhibit 12.

24. After we take down an allegedly infringing video, we post a prominent notice at the video's location on the site stating: "This video is no longer available due to a copyright claim by [party alleging infringement]." In doing so, we reinforce the message to any user who visits that video's page, that YouTube should not be used for the posting or accessing of unauthorized

copyrighted material. We have posted similar messages in these circumstances throughout my tenure at the company.

25. Since March 2006, YouTube also has automatically created a digital “hash” or fingerprint of every allegedly infringing video that we remove in response to the DMCA notices described above. A “hash” is essentially a unique numeric value that is generated by analyzing the attributes of a specific video. Once we have a hash for a video that has been removed from the service for alleged copyright infringement, we thereafter prevent any user from uploading a video with a hash that matches it. This “MD-5” filtering technology has been operational at the company since before I arrived. To expand upon its capabilities and allow us to block files similar, but not identical, to ones previously removed from the service, YouTube has invested heavily in developing and deploying video and audio identification technologies described in the accompanying declaration of David King.

26. Over its existence, YouTube has removed approximately 4.7 million videos from the service in response to DMCA take down notices and equivalent take down notices submitted by copyright holders, such as notices in foreign countries. In total, that represents less than one percent of the more than 500 million videos that users have uploaded to YouTube over time. Just as we could not and do not manually pre-screen or review each of the videos uploaded, we cannot feasibly undertake thorough investigations as to the legitimacy of every DMCA notice we receive. Accordingly, we do not know whether the notices we have received constitute valid claims. From personal experience though, I know that improper and invalid notices are a regular occurrence.

Termination of Accounts of Alleged Repeat Infringers

27. YouTube has had a policy of terminating the accounts of alleged repeat infringers since before I arrived at the company. As a general matter, that policy has been “three strikes and you’re out.” Thus, in almost all cases, if YouTube receives three takedown requests for content uploaded by a particular user, then YouTube will terminate the user’s YouTube account. Users are notified of YouTube’s policy of terminating repeat infringers in YouTube’s terms of use, on its

"Copyright Tips" page, in the "Help" section of the site, and via emails when they are notified that a video has been removed due to alleged copyright infringement.

28. YouTube tracks notices and issues strikes to users in automated fashion. While "three strikes" describes the basic rule in place, YouTube's policy allows us to take account of circumstances in determining which of our users are actually "repeat infringers" whose accounts should be terminated. For example, where a user formally contests a claim of infringement using the counter-notice process set forth in Section 512(g) of the DMCA, that claim is not counted as a strike against the user. Further, from experience, YouTube has learned that some of its users are unfamiliar with copyright law, and are surprised when a content owner takes issue with a video they have uploaded. To help educate these users and to give them an opportunity to correct their behavior before suffering the loss of their account, YouTube assesses a single strike per notice, including in circumstances where a DMCA notice identifies more than one allegedly infringing video from the same user. After receiving notice and an explanation that a strike has been assessed, users routinely inform us that they have modified their behavior.

29. YouTube has also found it necessary on occasion to afford additional protections to users who are potential targets of improper or mistaken DMCA notices. For example, in the midst of the 2008 presidential race, we received a letter from Senator McCain's campaign (a copy of which is attached as Exhibit 13) complaining about a rash of improper DMCA notices:

By providing a platform for political candidates and the American public to post, view, share, discuss, comment on, mash-up, re-mix, and argue over campaign-related videos, YouTube has played a prominent and overwhelmingly positive role in the 2008 election.

* * *

We write, however, to alert you to a problem that has already chilled this free and uninhibited discourse . . . overreaching copyright claims have resulted in the removal of non-infringing campaign videos from YouTube, thus silencing political speech. Numerous times during the course of the campaign, our advertisements or web videos have been the subject of DMCA takedown notices regarding uses that are clearly privileged under the fair use doctrine. . . . Despite the complete lack of merit in these copyright

claims, YouTube has removed our videos immediately upon receipt of takedown notices. This is both unfortunate and unnecessary.

Then-Senator Obama's presidential campaign had equally serious issues. In late June 2008, plaintiff Viacom sent YouTube a DMCA notice averring under penalty of perjury that a video the Obama campaign had uploaded entitled "Barack Obama's Speech on Father's Day" (<http://www.youtube.com/watch?v=Hj1hCDjwG6M>) violated its copyrights. Viacom's notice resulted in a "third strike" for the Obama campaign's account, causing its automatic termination (Viacom did not withdraw its erroneous copyright claim regarding the speech for more than two weeks). To ensure that both Senators McCain and Obama were able to continue communicating their messages to the electorate, we made special accommodations for them under our policy, and have done so for others in limited cases where circumstances have warranted.

30. When a user's account is terminated for violation of YouTube's repeat infringer policy, there are several ramifications. First, the account can no longer be used for any purpose on the service – among other things the user cannot upload additional videos, view age-restricted videos, post comments or participate in any YouTube programs. [REDACTED]

[REDACTED] Second, YouTube takes down *all* videos uploaded to the site from the terminated account – including videos that were not subject to any DMCA notice – along with all of the comments, ratings and view count totals associated with those videos. YouTube takes this protective step even though it results in the removal of large volumes of videos that the user may have had every right to upload and against which no allegation of copyright infringement has been or could be made. [REDACTED]

[REDACTED]

31. YouTube regularly enforces its repeat infringer policy. We have terminated more than 400,000 user accounts based at least in part for copyright strikes assessed under our repeat infringer policy. That figure, however, represents only a tiny fraction of YouTube's user base. Since its inception, there have been over 250,000,000 accounts registered on the YouTube service.

Praise from Copyright Holders

32. Throughout my tenure with YouTube, the company has received praise from content owners for its efforts to restrict and address copyright infringement by its users. Notable for example, were sentiments expressed by a representative of the Motion Picture Association of America, the trade and anti-piracy organization for the major Hollywood studios (including plaintiff Paramount). In March 2006, a representative of the MPAA, was quoted in the *Hollywood Reporter*, a prominent entertainment industry publication, as saying: "YouTube has been a good corporate citizen and taken off copyrighted material." A true and correct copy of the article in which the statement appeared is attached as Exhibit 14. Coming from the MPAA, the statement received considerable attention at YouTube and indicated to me that our company's copyright enforcement efforts generally met with the approval of leading content owners.

33. That view was repeatedly confirmed for me over time. In a June 2006 announcement of an agreement with NBC Universal in which it partnered with YouTube to provide content to be shown on the site, the president of NBC's entertainment division described YouTube as:

[T]he perfect online media partner to promote NBC's marquee entertainment to their audience and explore new and creative ways to harness the power of viral video in a manner that respects copyrights. We applaud YouTube for their continued willingness to work with us to remove any unauthorized NBC content and protect our copyrighted material. We are thrilled to be partnering with this forward-thinking company.

A true and correct copy of that announcement is attached as Exhibit 15. The same NBC executive also told the Wall Street Journal: "YouTube has done their work on protecting copyright and we have assurances that they will continue to do so. They are a bright light" A true and correct copy of that article from June 2006 is attached hereto as Exhibit 16. In announcing our September

2006 agreement with the Warner Music Group to license its extensive music catalog, Warner's

Executive Vice-President commented:

We commend [CEO] Chad [Hurley] and the YouTube team for their commitment to creating a framework in which the needs of their users and rights of copyright holders can coexist in a mutually beneficial environment. We look forward to partnering with them to offer this powerful distribution platform to our artists and their fans.

That announcement is attached as Exhibit 17. Comments such as these from some of the largest content owners in the world merely confirmed my conviction that YouTube's overall approach to copyright issues has been and remains suitably protective of copyright interests.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed the ____ day of March 2010, at San Bruno, California.


Zahavah Levine

Levine Exhibit 1



About YouTube

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Discover

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Privacy Policy
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Help

Help Center →
Safety Center
Creator's Corner
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Terms of Service

1. Your Acceptance

- A. By using and/or visiting this website (collectively, including all content and functionality available through the YouTube.com domain name, the "YouTube Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) YouTube's privacy notice, found at <http://www.youtube.com/privacy> and incorporated here by reference, and (3) YouTube's Community Guidelines, found at http://www.youtube.com/community_guidelines and also incorporated here by reference. If you do not agree to any of these terms, the YouTube privacy notice, or the Community Guidelines, please do not use the YouTube Website.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/terms>. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. YouTube Website

- A. These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The YouTube Website includes all aspects of YouTube, including but not limited to all products, software and services offered via the website such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
- B. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party website. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

- A. In order to access some features of the Website, you will have to create a YouTube account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
- B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Website—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without YouTube's prior written authorization.
- B. You agree not to alter or modify any part of the Website, including but not limited to YouTube's Embeddable Player or any of its related technologies.
- C. You agree not to access User Submissions (defined below) or YouTube Content through any technology or means other than the video playback pages of the Website itself, the YouTube Embeddable Player, or other explicitly authorized means YouTube may designate.
- D. You agree not to use the Website, including the YouTube Embeddable Player for any commercial use, without the prior written authorization of YouTube. Prohibited commercial uses include any of the following actions taken without YouTube's express approval:
 - sale of access to the Website or its related services (such as the Embeddable Player) on another website;
 - use of the Website or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;
 - the sale of advertising, on the YouTube website or any third-party website, targeted to the content of specific User Submissions or YouTube content;
 - and any use of the Website or its related services (such as the Embeddable Player) that YouTube finds, in its sole discretion, to use YouTube's resources or User Submissions with the effect of competing with or displacing the market for YouTube, YouTube content, or its User Submissions. (For more information about prohibited commercial uses, see our FAQ.)
- E. Prohibited commercial uses do not include:
 - uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
 - using the Embeddable Player to show YouTube videos on an ad-enabled blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with YouTube;
 - any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.)

- F. If you use the YouTube Embeddable Player on your website, you must include a prominent link back to the YouTube website on the pages containing the Embeddable Player and you may not modify, build upon, or block any portion of the Embeddable Player in any way.
- G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
- H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.
- I. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, YouTube Community Guidelines, and all applicable local, national, and international laws and regulations.
- J. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the YouTube Website.

- A. The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, video, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content.
- B. You may access User Submissions for your information and personal use solely as intended through the provided functionality of the YouTube Website. You shall not copy or download any User Submission unless you see a "download" or similar link displayed by YouTube on the YouTube Website for that User Submission.
- C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the YouTube Website. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the YouTube Website or otherwise as prohibited under this Agreement.
- D. You may access YouTube Content, User Submissions and other content only as permitted under this Agreement. YouTube reserves all rights not expressly granted in and to the YouTube Content and the YouTube Website.
- E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.
- F. You agree not to circumvent, disable or otherwise interfere with security-related features of the YouTube Website or the Content therein.
- G. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

6. Your User Submissions and Conduct

- A. As a YouTube account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any User Submissions.
- B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the YouTube Website and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the YouTube Website. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.
- D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein.
- E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the YouTube Community Guidelines, found at http://www.youtube.com/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
- F. YouTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice.

7. Account Termination Policy

- A. YouTube will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.
- B. YouTube reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. YouTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

8. Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Shadia Farazien, 801 Cherry Ave., San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other

feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.google.com/support/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

- B Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. If you are under 13 years of age, then please do not use the YouTube Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

YouTube - Broadcast Yourself.

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You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the Internet substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from your use of the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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Levine Exhibit 2

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Terms of Use

1. Your Acceptance

BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content available through the YouTube.com domain name, the "YouTube Website", or "Website"), YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Service") AND THE TERMS AND CONDITIONS OF YOUTUBE'S PRIVACY POLICY, WHICH ARE PUBLISHED AT www.YouTube.com/t/privacy, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, please do not use the YouTube Website.

2. YouTube Website

These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information and other materials or services on the Website. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the YouTube Website, and to read the terms and conditions and privacy policy of each other website that you visit.

3. Website Access

A. YouTube hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or any part of the Website in any medium without YouTube's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. you are solely responsible for the activity that occurs on your account, and you must keep your account password secure. you must notify YouTube immediately of any breach of security or unauthorized use of your account. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation "robots," "spiders," "offline readers," etc that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases.

4. Intellectual Property Rights

The content on the YouTube Website, including without limitation the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under United States and foreign laws, and international

conventions. Content on the Website is provided to you AS IS for your information and personal use only, and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.

5. User Submissions

A. The YouTube Website may now or in the future permit the submission of videos or other communications submitted by you and other users ("User Submissions"), and the hosting, sharing and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. For clarity, you shall retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, perform and otherwise exploit the User Submissions in connection with the YouTube Website and YouTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service,

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage YouTube or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. YouTube does not endorse any User Submission or any opinion, recommendation or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. If notified by a user or a content owner of a User Submission that allegedly does not conform to this Agreement, YouTube may investigate the allegation and determine in good faith and in its sole discretion whether to remove the

User Submission, which it reserves the right to do at any time. For clarity, YouTube does not permit copyright infringing activities on its Website, and reserves the right to terminate access to the Website, and remove all Content submitted, by any persons who are found to be repeat infringers.

D. In particular, if you are a copyright owner or an agent thereof, and believe that any User Submission infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing: (a) the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf; (b) identification of the copyrighted work(s) that you claim has been infringed; (c) identification of the specific User Submission(s) alleged to be infringing, including information reasonably sufficient to permit YouTube to identify and locate the material on the YouTube Website; (d) information reasonably sufficient to permit YouTube to contact you, such as your name, address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf. YouTube's designated Copyright Agent to receive notifications of claimed infringement is: [copyright@youtube.com] For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support and other communications should be directed to YouTube customer service through <http://www.youtube.com/contact.php>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E. You understand that when using the YouTube Website you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. YouTube permits you to link to Your own User Submissions hosted on the website or User Submissions of other third parties available on the Website, for personal, non-commercial purposes only. In addition, YouTube provides an "Embeddable Player" feature, in which you can incorporate certain User Submissions on your own personal, non-commercial websites, provided that you include a prominent link back to the YouTube website on the pages containing the Embeddable Player. You understand that the User Submissions, whether or not linked or embedded into other web sites, are provided to You only on an as-available basis, and YouTube does not guarantee that their availability will be uninterrupted or bug free. YouTube reserves the right to discontinue any aspect to the YouTube Website at any time, including discontinue any linked or embedded Content either generally or in specific cases.

6. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY

DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

7. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

8. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors,

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employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the YouTube Website.

9. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age or, an emancipated minor or, possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13.

10. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. This Agreement, together with the Privacy Policy at <http://www.YouTube.com/t/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YouTube reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review the Agreement for any changes. Your use of the YouTube Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms

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Terms of Use

1. Your Acceptance

BY USING AND/OR VISITING THIS WEBSITE (collectively, including all Content available through the YouTube.com domain name, the "YouTube Website", or "Website"). YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Service") AND THE TERMS AND CONDITIONS OF YOUTUBE'S PRIVACY NOTICE, WHICH ARE PUBLISHED AT <http://www.youtube.com/privacy>, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you do not agree to any of these terms, then please do not use the YouTube Website.

2. YouTube Website

These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. Website Access

A. YouTube hereby grants you permission to use the Website as set forth in this Terms of Service, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Website in any medium without YouTube's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service.

B. In order to access some features of the Website, you will have to create an account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

4. Intellectual Property Rights

The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the

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YouTube Website or the Content therein.

5. User Submissions

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B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the YouTube Website and YouTube's (and its successor's) business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the YouTube Website.

C. In connection with User Submissions, you further agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage YouTube or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person. YouTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice. YouTube will also terminate a User's access to its Website, if they are determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. YouTube also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. YouTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

D. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Heather Gillette, 1000 Cherry Ave., Second Floor, San Bruno, CA 94066, email: copyright@youtube.com, telephone: 650-827-6064, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.youtube.com/contact>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

F. YouTube permits you to link to materials on the Website for personal, non-commercial purposes only. In addition, YouTube provides an "Embeddable Player" feature, which you may incorporate into your own personal, non-commercial websites for use in accessing the materials on the Website, provided that you include a prominent link back to the YouTube website on the pages containing the Embeddable Player. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

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7. Limitation of Liability

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YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

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8. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

9. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. If you are under 13 years of age, then please do not use the YouTube Website—there are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

10. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

11. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general. In jurisdictions other than California, These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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Respect the YouTube Community

We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. We mean don't abuse the site. Every cool new community feature on YouTube involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust. Please be one of them.

Don't Cross the Line

Here are some common-sense rules that will help you steer clear of trouble:

- YouTube is not for pornography or sexually explicit content. If this describes your video, even if it's a video of yourself, don't post it on YouTube. Also, be advised that we work closely with law enforcement and we report child exploitation. Please read our Safety Center and stay safe on YouTube.
- Don't post videos showing bad stuff like animal abuse, drug abuse, under-age drinking and smoking, or bomb making.
- Graphic or gratuitous violence is not allowed. If your video shows someone being physically hurt, attacked, or humiliated, don't post it.
- YouTube is not a shock site. Don't post gross-out videos of accidents, dead bodies or similar things intended to shock or disgust.
- Respect copyright. Only upload videos that you made or that you are authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorization. Read our Copyright Tips for more information.
- We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech (speech which attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity).
- Things like predatory behavior, stalking, threats, harassment, intimidation, invading privacy, revealing other people's personal information, and inciting others to commit violent acts or to violate the Terms of Use are taken very seriously. Anyone caught doing these things may be permanently banned from YouTube.
- Everyone hates spam. Don't create misleading descriptions, tags, titles or thumbnails in order to increase views. It's not okay to post large amounts of unrelated, unwanted or repetitive content, including comments and private messages.

Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around the guidelines—just understand them and try to respect the spirit in which they were created. If you'd like more details, check out our Community Guideline Tips.

We Enforce These Guidelines

Okay, this one is more about us than you. YouTube will review flagged videos 24 hours a day, seven days a week to determine whether they violate our Community Guidelines. When they do, we remove them. Sometimes a video doesn't violate our Community Guidelines, but may not be appropriate for everyone. These videos may be age-restricted. Accounts are penalized for Community Guidelines violations, and serious or repeated violations can lead to account termination. If your account is terminated, you won't be allowed to create any new accounts. For more information about how the Community Guidelines are enforced and the consequences of violating them, please visit the Help Center.

YouTube Is for the Community

Remember that this is your community! Each and every user of YouTube makes the site what it is, so don't be afraid to dig in and get involved!

- Have fun with the site. There's a lot to see here, and lots of folks making amazing stuff—one of them might be your equipment's getting cheaper and easier to use all the time, so dive in and enjoy.
- Let folks know what you think. Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on YouTube richer. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate.
- You may not like everything you see. Some of the content here may offend you—if you find that it violates our Terms of Use, then click the button that says "Flag" under the video you're watching to submit it for review by YouTube staff. If it doesn't, then consider just clicking on something else—why waste time watching videos you don't like?

That's it! Thanks for reading!

—The YouTube Team

Planning on YouTube: The Basics

Staying Safe on YouTube

http://www.youtube.com/communitiy_guidelines

2/24/2010

ER317

Case: 12-57302, 03/21/2013, ID: 8559948, DktEntry: 21-2, Page 89 of 256

YouTube - Broadcast Yourself.

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▶ Children
▶ Copyright
▶ Privacy
▶ Harassment
▶ Impersonation
▶ Threats

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Search

| | | | | |
|---|---|---|---|--|
| YouTube Contact Us YouTube Store Press Room Business Blog YouTube Blog | Programs Advertising Developers Partnerships Content Management | Help Get Help YouTube Handbook Community Help Forum Safety Center Creator's Corner Video Speed Info | Policy Privacy Policy Terms of Service Copyright Notices Community Guidelines | Discover YouTube on Your Phone YouTube on Your Site YouTube on Your TV YouTube RSS Feeds TestTube |
|---|---|---|---|--|

Current Location: Worldwide [Show locations](#)
Current Language: English [Show languages](#)
[Safety Mode is off](#)

[Add YouTube to your Google homepage](#)

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Levine Exhibit 4

```
#extends templates.web.base #block main_content $include_template('_my_account_settings_shared')  
$draw_about_navbar($user, $selected_item="about") ## ## LogTracking ## #set $logpn="About" #set  
$logsec="/About" #if $varExists("track_with_hitbox") $hbx($pn=$logpn, $mlc=$logsec) #end if
```

YouTube Community Guidelines

Interaction is one of the things that's made YouTube one of the fastest-growing communities on the Internet. In the interest of keeping it a great place to gather, here's what it means to be a member of YouTube and make it a worthwhile community for everyone. And remember, uploading videos and otherwise participating here are always subject to these guidelines and the [Terms of Use](#).

Things to Keep in Mind:

- **Treat other members with respect**, whether it's in your videos, comments, video responses, or general commentary on the site. Everyone has their own opinions and beliefs about life, the universe, and everything. Being a jerk is unlikely to change their minds.
- **Upload videos that you made**. Respect the copyright of others. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without their permission.
- **Have fun with the site**. There's a lot here to see, and lots of folks making amazing stuff—one of them might be you! Equipment's getting cheaper and easier to use all the time, so dive in and enjoy.
- **Let folks know what you think**. Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on YouTube richer. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate here.
- **You may not like everything you see**. Some of the content here may offend you—if you find that it violates the [Terms of Use](#) then click "Flag as Inappropriate" under the video you're watching to submit it for review by YouTube staff. If it doesn't, then consider just clicking away—why waste time watching videos you don't like?

Things to Avoid:

- YouTube's a place to share your best videos, not your worst self, so **don't harass other members**. This means comments (whether video or profile) that look or hint at profanity, sexually-explicit language, sexual innuendo, or hate speech (including but not limited to racial, ethnic, or religious slurs). It also means abusing or spamming other members' accounts, whether via videos, comments, video responses, or private messages. Abusing other members is a great way to get your account closed.
- **Don't upload videos that violate the Terms of Use**. Some examples:
 - Videos of extreme violence (blood, gore, fighting, etc.)
 - Videos intended to sexually arouse (pornography, implied sex acts, booty shakin', up-close exhibition of barely-covered body parts, makeout sessions that involve groping of the breasts or pubic area, etc.)
 - Videos depicting animal abuse, when not for scientific, documentary, or educational purposes
 - Videos that are just downright disgusting (graphic display of bodily fluids or excrement, etc.)

- o Videos that you don't own the copyright to (TV shows, music videos, compilations of clips from commercial sources, etc.)
- o Videos that provide instructional information about illegal activities (making or buying illegal weapons, drug manufacture, etc.)
- **Using YouTube to do anything illegal.**
- **Giving out information that personally identifies you** (such as your real name, address, phone number, etc.). The Internet's full of all kinds of folks (just like the rest of life), so be careful out there.

#end block

HIGHLY CONFIDENTIAL

GOO001-01987143

ER321



[Sign Up](#) | [My Account](#) | [History](#) | [QuickList \(0\)](#) | [Help](#) | [Log In](#)

Search

Videos

Categories

Channels

Community



[Upload Videos](#)



Help Center

YouTube Community Guidelines

Respect the YouTube Community

We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. We mean don't abuse the site. Every cool new community feature on YouTube involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust, so please be one of them.

We Review Videos Flagged As Inappropriate

Okay, this one is more about us than you. When a video gets flagged as inappropriate, we review the video to determine whether it violates our Terms of Use—flagged videos are not automatically taken down by the system. If we remove your video after reviewing it, you can assume that we removed it purposefully, and you should take our warning notification seriously. Take a deep breath, read our [Terms of Use](#) and try to see it from our perspective. If you find other videos on YouTube with the same violations, please flag them so we can review them as well!

Don't Cross the Line

Here are some common-sense rules that will help you steer clear of trouble:

- YouTube is not for pornography or sexually explicit content. If this describes your video, even if it's a video of yourself, don't post it on YouTube. Also, be advised that we work closely with law enforcement and we report child exploitation. Please read our [Safety Tips](#) and stay safe on YouTube.
- Don't post videos showing dangerous or illegal acts, like animal abuse or bomb making.
- Real violence is not allowed. If your video shows someone getting hurt, attacked, or humiliated, don't post it.
- YouTube is not a shock site. Don't post gross-out videos of accidents, dead bodies and stuff like that. This includes war footage if it's intended to shock or disgust.
- Respect copyright. Only upload videos that you made or that you have obtained the rights to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without their permission. Read our [Copyright Tips](#) for more information.
- We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech which contains slurs or the malicious use of stereotypes intended to attack or demean a particular gender, sexual orientation, race, religion, or nationality.

Exhibit D

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ER322

- There is zero tolerance for predatory behavior, stalking, threats, harassment, invading privacy, or the revealing of other members' personal information. Anyone caught doing these things may be permanently banned from YouTube.

Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around them—just understand them and try to respect the spirit in which they were created. Violations of the Terms of Use may result in a warning notification or may result in termination of your account and deletion of all your videos. We decide whether we believe your violation of our Terms of Use should result in termination of your account. If you have an account terminated you are prohibited from ever signing up for another account!

YouTube Is for the Community

Remember that this is your community! Each and every user of YouTube makes the site what it is, so don't be afraid to dig in and get involved!

- Have fun with the site. There's a lot here to see, and lots of folks making amazing stuff—one of them might be you! Equipment's getting cheaper and easier to use all the time, so dive in and enjoy.
- Let folks know what you think. Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on YouTube richer. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate here.
- You may not like everything you see. Some of the content here may offend you—if you find that it violates our Terms of Use, then click "Flag as Inappropriate" under the video you're watching to submit it for review by YouTube staff. If it doesn't, then consider just clicking on something else—why waste time watching videos you don't like?

That's it! Thanks for reading!

—The YouTube Team

| | | |
|---|--|--|
| <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">Search</div> | | |
| Your Account Videos Favorites Playlists Inbox Subscriptions more... | Help & Info Help Center Video Toolbox Developer APIs Safety Tips Copyright FAQ Code of Conduct | YouTube Company Info Test Tube Terms of Use Privacy Policy Blog Contact Press Jobs |

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Levine Exhibit 5

Page 1 of 1

Video File Upload

▼ AutoShare Options

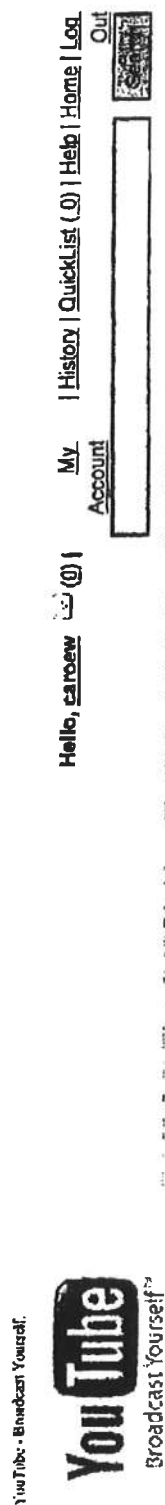
Google Reader - Connect accounts

By clicking "Upload Video", you are representing that this video does not violate YouTube's Terms of Use and that you own all copyrights in this video or have authorization to upload it.

➡ Try YouTube in a fast, new web browser! [Download Google Chrome for PC](#)

ER325

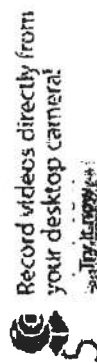
Levine Exhibit 6



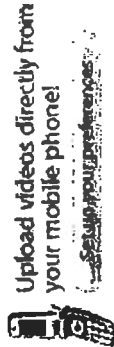
Uploading a video is a two-step process—on the next page, you'll be able to choose your video file and set the privacy settings.

Upload Tips

- Uploads will usually take 1-5 minutes per MB on a high-speed connection.
- Converting your video takes a few minutes; you can add more info or upload more videos while it's processing.
- Videos are limited to 10 minutes (unless you're a Director) and 100 MB.
- Videos saved with the following settings convert the best:
 - MPEG4 (Divx, Xvid) format
 - 320x240 resolution
 - MP3 audio
 - 30 frames per second framerate



Record videos directly from your desktop camera!



Upload videos directly from your mobile phone!

Title:

Description:

Tags:

Enter one or more tags, separated by spaces. Tags are keywords used to describe your video so it can be easily found by other users. For example, if you have a surfing video, you might tag it: surfing beach waves.

YouTube - Broadcast Yourself

Video Category: ☐ Arts & Animation ☐ Autos & Vehicles
☐ Comedy ☐ Entertainment
☐ Music ☐ News & Blogs
☐ People ☐ Pets & Animals
☐ Science & Technology ☐ Sports
☐ Travel & Places ☐ Video Games

Language: English

Do not upload copyrighted material for which you don't own the rights or have permission from the owner.

 Or 

Exhibit B
16

Your Account [Videos](#) [Playlists](#) [Subscriptions](#) [more...](#) [Help & Info](#) [Hello Center](#) [Video Toolbox](#) [Developer APIs](#) [Copyright FAQ](#) [Code of Conduct](#) [Terms of Use](#) [Privacy Policy](#) [Advertising](#) [Contact](#) [Press](#) [Jobs](#)

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http://www.youtube.com/my_videos_upload? (2 of 2) 12/2006 10:55:24 AM

ER328

YouTube

Broadcast Yourself™

Hello, carrow

My Account

History

Quicklist

Help

Log Out

My Videos

Categories

Channels

Community

Upload Videos

My Videos

Favorites

Playlists

Inbox

Subscriptions

Video Upload (Step 2 of 2)

File:

Broadcast:

☒ Public: Share your video with the world (Recommended)

☐ Private: Only viewable by you and those you choose.

To email this video and enable access now, choose a contact list.

☐ Family

☐ Friends

Do not upload any TV shows, music videos, music concerts, or commercials without permission unless they consist entirely of content you created yourself.

By clicking "Upload Video," you are representing that this video does not violate YouTube's Terms of Use and that you own all copyrights in this video or have express permission from the copyright owner(s) to upload it.

Read Copyright Tips for more information about copyright and YouTube's policy.

YouTube Breakout Yourself



Uploading..

PLEASE BE PATIENT—THIS MAY TAKE SEVERAL MINUTES.
 ONCE COMPLETED, YOU WILL SEE A CONFIRMATION MESSAGE.

| | | | | | |
|--------------|---------------|---------------|-----------------|--------------|----------------|
| Your Account | | Help & Info | | YouTube | |
| Videos | Playlists | Help Center | Developer API's | Company Info | Terms of Use |
| Favorites | Inbox | Video Toolbox | Safety Tips | Test Tube | Privacy Policy |
| | Subscriptions | | Copyright FAQ | | Blog |
| | more... | | Code of Conduct | | Contact |
| | | | | | Press |
| | | | | | Jobs |

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Exhibit C
 18

http://www.youtube.com/my_videos_upload (2 of 2) 12/2/2007 11:31:18 AM

ER330

Levine Exhibit 7

YouTube - Broadcast Yourself.

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YouTube

Broadcast Yourself

HomeVideosChannelsShows

Create Account or Sign In

SubscriptionsHistoryUpload

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Contact us

Company blog

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Company History

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Video Speed Info

YouTube Handbook

Contact Us

Copyright Tips

What is copyright? Copyright is a form of protection provided for original works of authorship, including literary, dramatic, musical, graphic and audiovisual creations. "Copyright" literally means the right to copy, but has come to mean the body of exclusive rights granted by law to copyright owners for protection of their work.

What is copyright infringement? Copyright infringement occurs when a copyrighted work is reproduced, distributed, performed, publicly displayed, or made into a derivative work without the permission of the copyright owner.

Posting copyright-infringing content can lead to the termination of your account, and possibly monetary damages if a copyright owner decides to take legal action (this is serious—you can get sued!). Below are some guidelines to help you determine whether your video is eligible or whether it infringes someone else's copyright. You can also find copyright FAQs within our Help Center.

As a general matter, we at YouTube respect the rights of artists and creators, and hope you will work with us to keep our community a creative, legal and positive experience for everyone, including artists and creators.

How To Make Sure Your Video Does Not Infringe Someone Else's Copyrights

The way to ensure that your video doesn't infringe someone else's copyright is to use your skills and imagination to create something completely original. It could be as simple as taping some of your friends goofing around, and as complicated as filming your own short movie with a script, actors, and the whole works. If it's all yours, you never have to worry about the copyright—you own it! Make sure to follow the other guidelines in the terms of use, too.

Be sure that all components of your video are your original creation—even the audio portion. For example, if you use an audio track of a sound recording owned by a record label without that record label's permission, your video may be infringing the copyright of others, and may be subject to removal. YouTube offers a library of authorized music to even up your video. Try AudioSwap now!

Learn More About Copyright

- How do I know what is copyrighted?
- Claimed Content
- What will happen if I upload infringing content?
- What About "Fair Use"?
- Copyright Help Center
- Copyright Glossary

DISCLAIMER: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION WE PRESENT HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY.

Try YouTube in a fast, new web browser! Download Google Chrome for PC

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Partnerships

Content Management

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Get Help

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YouTube on Your Phone

YouTube on Your Site

YouTube on Your TV

YouTube RSS Feeds

TestTube

Current Location: Worldwide Show locations

Current Language: English Show languages

Safety Mode is off

Add YouTube to your Google homepage

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http://www.youtube.com/watch?v=howto_copyright

2/24/2010

ER332

Levine Exhibit 8

ER333

Copyright - YouTube Help

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YouTube Help

Search Help

Try Google's new browser.
Browse the web faster, safer, and more easily with Google Chrome.

Hide

Copyright

General Copyright Inquiries

[DMCA complaint](#)

[My video's removed, similar videos aren't](#)

[Recording concerts, sporting events, etc.](#)

[Falsely accused of copyright infringement](#)

[Examples of copyrighted works](#)

[Copyright Tips: A few guiding principles](#)

[Using Some Copyrighted Content In Your Videos](#)

[What Will Happen If You Upload Infringing Content?](#)

[Claimed Content](#)

[Permission to use videos?](#)

[Why was my audio muted?](#)

[I have permission to use this content.](#)

[I made the video; I'm in it!](#)

[I purchased the material I uploaded.](#)

[My original recording of a cover song was removed.](#)

[My video was removed after I received a notice saying it was allowed.](#)

[Video copyright and ownership](#)

[Understanding who claimed copyright ownership](#)

[Using some copyrighted content](#)

[A few guiding principles](#)

[Recording from TV, DVD or CD](#)

[I don't know whether claimant's content is in my video](#)

[Copyright definition](#)

Reporting Copyright Infringement

[Report copyright infringement](#)

[Copyright Claim Disputes](#)

[Filing a counter-notification](#)

[Video ID Disputes](#)

YouTube Copyright Policy

[Copyright infringement policy](#)

[Preventing copyright infringement on YouTube](#)

[Video identification tool](#)

[DMCA and counternotice procedure](#)

[Consequences of uploading copyrighted material](#)

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Help & Info

[Help Resources](#)
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Legal

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Discover

[YouTube on Your Phone](#)
[YouTube On Your Site](#)
[YouTube](#)

Copyright - YouTube Help

Page 2 of 2

Blog Safety Center Guidelines RSS Feeds TestTube

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Levine Exhibit 9

YouTube - Broadcast Yourself.

The screenshot shows the YouTube homepage with the 'Broadcast Yourself' tagline. The top navigation bar includes the YouTube logo, a search bar, and links for 'Home', 'Videos', 'Channels', and 'Shows'. On the right, there are links for 'Create Account or Sign In', 'Subscriptions', 'History', and 'Upload'. The left sidebar contains various links categorized under 'About YouTube', 'Discover', 'Programs', 'Policy', and 'Help'. The main content area is titled 'Content Management' and 'Copyright Infringement Notification'. It provides instructions on how to file a copyright claim, including a list of required information: a physical or electronic signature, identification of the copyrighted work, identification of the infringing material, information to contact the service provider, a statement of the complainant's belief in the validity of the claim, and a statement that the information is accurate. It also mentions the 'Content Verification Program' and the 'Copyright Infringement Notification' process. At the bottom, there is a section for 'Counter-Notification' and a footer with copyright information for 2010 YouTube, LLC.

YouTube Broadcast Yourself

Home Videos Channels Shows

Create Account or Sign In
Subscriptions History Upload

About YouTube
Contact us
Company blog
Press room
Company History
YouTube store
Jobs

Discover
YouTube on Your Phone
YouTube on Your TV
YouTube on Your Site
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TestTube

Programs
Advertising Programs
Partnerships
Developer Tools
Content Management

Policy
Privacy Policy
Terms of Service
Copyright Notices
Community Guidelines

Help
Help Center
Safety Center
Creator's Corner
Video Speed Info
YouTube Handbook
Contact Us

Content Management
Overview Audio ID and Video ID Content Verification Program Copyright Infringement Notification

Copyright Infringement Notification

To report abuse, harassment, inappropriate content, or privacy complaints, please visit the Help Center.
For information on copyright, visit the Copyright Tips page.

Copyright Infringement Notification

To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

To expedite our ability to process your request, such written notice should be sent to our designated agent via our online copyright complaints form below. You will need a YouTube account in order to utilize this tool.

Copyright Complaint Webform

If there are many videos to be removed, or you expect to have an ongoing need to remove potentially infringing content from YouTube, we suggest that you sign up for our Content Verification Program, which electronically notifies us, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content. YouTube also offers industry-leading Content Identification and Management tools.

If you prefer to contact us via postal mail, email, or fax, you may do so here.

Please note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages. Don't make false claims!

Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

Claimant information will be published on the YouTube site in place of disabled content.

Counter-Notification

If you elect to send us a counter notice, please go to our Help Center to access the instructions.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

Try YouTube in a fast, new web browser! [Download Google Chrome for PC](#)

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YouTube Store
Press Room
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Community Guidelines

Discover
YouTube on Your Phone
YouTube on Your Site
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TestTube

Current Location: Worldwide Show locations
Current Language: English Show languages
Safety Mode is off

Add YouTube to your Google homepage

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Levine Exhibit 10

ER338

• YouTube - Broadcast Yourself.

YouTube

caroew

Home Videos Channels Shows

Copyright Infringement Notification

What is the issue?

☐ Inappropriate content (Nudity, violence, etc.)
☐ I appear in this video without permission
☐ Abuse/Harassment (Someone is attacking me)
☐ Privacy (Someone is using my image)
☐ Trademark Infringement (Someone is using my trademark)
☒ Copyright Infringement (Someone copied my creation)
☐ Other legal issue

Copyright Infringement - Who is affected?

☐ I am!
☒ My company/organization
☐ Another copyright owner

To submit a DMCA complaint, please complete the following required fields.

Tell us about yourself

* Copyright Owner Name (Company Name if applicable):
 * Your Full Legal Name (Aliases, usernames or initials not accepted):
 * Your Title or Job Position (What is your authority to make this complaint?):
 * Phone:
 Fax:
 Email Address: caroew@gmail.com

* Street Address:
 * City:
 * State/Province:
 * ZIP/Postal Code:
 * Country: United States

† Claimant information will be published on the YouTube site in place of disabled content.

Videos to be removed

* URL of allegedly infringing video to be removed:
 Describe the work allegedly infringed:
 * Please select one:

By checking the following boxes, I state UNDER PENALTY OF PERJURY that:

☐ I am the owner, or an agent authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
☐ I have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
☐ This notification is accurate.

☐ I acknowledge that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages.
 Typing your full name in this box will act as your digital signature.

☐ I understand that abuse of this tool will result in termination of my YouTube account

YouTube - Broadcast Yourself.

Page 2 of 2

Help About Safety Privacy Terms Copyright Partners Developers Advertising
Language: English Location: Worldwide Safety mode: Off

Levine Exhibit 11.

To: "copyright@youtube.com" <copyright@youtube.com>
From: =?iso-2022-jp?B?GyRCJWkUCVEPzM6OkIOGyhC?= <rights@ntv.co.jp>
Cc:
Bcc:
Received Date: 2006-07-21 10:25:37 GMT
Subject: COPYRIGHT INFRINGEMENT NOTIFICATION

21st July, 2006

Mr. Heather Gillette
DMCA Complaints
YouTube, Inc.
71 E. Third Ave.
San Mateo, CA 94401
U.S.A.

Dear Mr. Heather Gillette;

RE: COPYRIGHT INFRINGEMENT NOTIFICATION

Thank you very much for your quick action to remove "SUKKIRI" materials as per our e-mail of 20th July, 2006.

As we found other copyright infringement today, We once again write this e-mail to request that the Materials (as defined below) be removed from the YouTube website due to copyright infringement. The following are relevant facts upon which we base our request, in accordance with the directions provided at http://www.youtube.com/t/dmca_policy.

We are one of the biggest commercial broadcasting stations in Japan whose principal business, among others, is terrestrial television broadcasting and television program production. We have copyrights of a program entitled "SUKKIRI" (Daily Morning Show), which is being produced and broadcast nationwide through our terrestrial broadcasting network in the Japanese language on 19th July, 2006.

We have learned that a copy of "SUKKIRI" (hereinafter referred to as the "Materials") is located on <http://www.youtube.com/> the details of which are as under-mentioned;

- 1, From warosunews <http://www.youtube.com/watch?v=CG9t7EOHIXo>
- 2, From hiropooh120 <http://www.youtube.com/watch?v=pRajy2cLEPA>
- 3, From mokelba <http://www.youtube.com/watch?v=lGeCbBzN3jQ>
- 4, From KGKGKG http://www.youtube.com/watch?v=3f5_uWE0baY

We are sure that the Materials have been copied from the original program of "SUKKIRI" because all of the Material is found included in the original program as broadcasted in Japan on 19th July, 2006.

We hereby confirm that neither we nor our agents have permitted any third party to copy all or any of the program of "SUKKIRI" for any use on a website, including, without limitation, use on the YouTube website.

We further confirm that the above information is accurate and that we are the genuine copyright owner of "SUKKIRI" program.

Once again, we ask that you take immediate action in removing the Materials from the YouTube website, and disable and/or terminate the account of the user who is infringing our copyright.

If you need any additional information, please do not hesitate to contact us.

Our contact details are as follows:

Address: 1-6-1 Higashi Shimbashi, Minato-ku, Tokyo 105-7444 Japan
Tel No.: 03-6215-3082 Fax No.: 03-6215-3075
URL <http://www.ntv.co.jp/english/index.html> (For Japanese: <http://www.ntv.co.jp>)

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000001-00272914

ER342

E-Mail: rights@ntv.co.jp

We thank you for your kind attention to the above and look forward to hearing from you soon.

Faithfully yours,

Mitsuyasu Amano
Deputy General Manager,
Rights & Contract Management,
Compliance & Standards
Nippon Television Network Corporation

From - Mon Apr 02 17:35:43 2007
X-Mozilla-Status: 0008
X-Mozilla-Status2: 00000000

Confidential

000001-00272915

ER343

To: "Copyright Service" <copyright@youtube.com>
From: "Naeem R." [REDACTED]
Cc: [REDACTED] "Nathan Lewan"
Bcc:
Received Date: 2006-11-11 02:03:27 CST
Subject: RE: URGENT:: COPYRIGHT VIOLATION notice!

Thanks for the SUPER FAST response - you guys rock!!!!!!

The whole film team says THANK YOU!!

www.AmericanRamadan.com
Naeem Randhawa director
214.282.4325
naeem@justsaygo.com

-----Original Message-----
From: Copyright Service [mailto:copyright@youtube.com]
Sent: Friday, November 10, 2006 7:45 PM
To: [REDACTED]
Subject: Re: URGENT:: COPYRIGHT VIOLATION notice!

Dear Mr. Randhawa,

Thank you very much for your notification, the content has been removed.

Hope this helps,

The YouTube Team

Naeem R. wrote:

> Hello;
>
> I am the director of "American Ramadan" ("www.AmericanRamadan.com"
> <http://www.AmericanRamadan.com>), this movie is owned by "JustSayGO,
> LLC" ("www.JustSayGoFILMS.com" <http://www.JustSayGoFILMS.com>).
>
> It seems that a YouTube user has taken the liberty to post our entire
> commercial production on his page:
> "http://www.youtube.com/watch?v=v21FtTG1ubA"
>
> As an independent production company - this is UNACCEPTABLE, please
> remove this and any other instance of our movie from YouTube IMMEDIATELY.
>
> We're broke enough as it is! We don't need someone else stealing what
> little we have!!
>
> Thanks for your help! Please contact me immediately once this is done.
>
> Thanks,

Confidential

000001-00556645

ER344

```
> *-----*
> — **www.AmericanRamadan.com <http://www.americanramadan.com/>*
> *Naseem Randhawa *director
> 214.282.4325
```

3

1

✓

 $\gamma = 1$

> No virus found in this outgoing message.

> Version: 7.1.409 / Virus Database: 268,14,0/625 - Release Date: 11/10/2006

—

No virus found in this incoming message.

Version: 7.1.409 / Virus Database: 268.14.0/625 - Release Date: 11/8/2006

No virus found in this outgoing message.

Version: 7.1.409 / Virus Database: 268.14.0/525 - Release Date: 11/9/2006

From: Mon Apr 02 17:00

X-Mozilla-Status2: 00000000

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ER345

To: "Copyright Service" <copyright@youtube.com>
From: "Antonio Hens" [REDACTED]
Cc:
Bcc:
Received Date: 2006-11-16 09:08:40 CST
Subject: Re: "En Malas Compañías" aka "Doors cut down" Copyright Infringement Notification

Dear Sirs,

Thank you very much indeed for your fast response. I highly appreciate it as well as your attitude towards the exchange of audiovisual materials through the Net. Thanks to companies like yours our business can be secure while taking advantage of the benefits of new technologies.

Best wishes,

Antonio Hens
Producer

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000001-00557069

ER346

To: "Copyright Service" <copyright@support.youtube.com>, "Fowler, Tyler\" (NBC Universal)" <tyler.fowler@nbcuni.com>
From: "Neil, Doug\" (NBC Universal)" <Doug.Neil@nbcuni.com>
Cc: "heather@youtube.com" <heather@youtube.com>, "micah@youtube.com" <micah@youtube.com>
Bcc:
Received Date: 2007-04-04 02:51:20 CST
Subject: RE: [#132397007] Pulldown request

Justin,
Thank you for the quick response. We appreciate your help in complying with this request. We'll ask the MPAA about placing content behind the restricted area on YouTube. We'll need to clarify the age verification that is done before someone can access the content. Can you advise?

Thanks,
Doug Neil

-----Original Message-----

From: Copyright Service [mailto:copyright@support.youtube.com]
Sent: Tuesday, April 03, 2007 6:34 PM
To: Fowler, Tyler (NBC Universal)
Cc: heather@youtube.com; micah@youtube.com; Neil, Doug (NBC Universal)
Subject: Re: [#132397007] Pulldown request

Dear Tyler,

Thank you very much for your notification. The content has been removed. However, please be advised that we really do need complete DMCA notifications in order to remove content. The easiest way of providing this is to sign up for our Content Verification Program. Steve Kang already has this login information and may share his login with other authorized users, or you may sign up for additional accounts as needed. Information on signing up follows.

Also, I wanted to let you know that we do have the ability to mark videos as "restricted" in the case that you have a red-band trailer that you would like to keep online, but accessible only to users that are over 18. Let me know if you have other questions about this; I'm not completely familiar with the MPAA's guidelines.

YouTube's Content Verification Tool provides an easy-to-use interface where content owners may request removal of infringing content by using check boxes and "select all" functions. After you have submitted a short, one page form in order to verify your identity, this system automatically provides the proper DMCA notification that we need in order to remove our content. This is the fastest way to ensure removal of content from the site - 24 hours a day, 365 days a year.

All a content owner needs to do to participate in the program and gain access to this tool is complete and submit to YouTube a short form that can be found here:

http://youtube.com/c/copyright_program

Once your application has been submitted, we will follow up by providing you with a tutorial and login information to get you started and on your

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000001-00043571

ER347

way!

We are committed to working in cooperation with content owners to keep
infringing content off of the YouTube site! Please let me know if you
have any questions.

Sincerely,

Justin
The YouTube Team

Original Message Follows:

From: "Fowler, Tyler (NBC Universal)" <tyler.fowler@nbcuni.com>
Subject: RE: Pulldown request
Date: Tue, 3 Apr 2007 17:55:46 -0700

Hi folks- Just checking in again regarding this request. Please let me
know when you expect this video to be pulled down.

Thanks,

Tyler

-----Original Message-----

From: Fowler, Tyler (NBC Universal)
Sent: Tuesday, April 03, 2007 3:35 PM
To: 'copyright@youtube.com'
Cc: 'heather@youtube.com'; 'micah@youtube.com'; Neil, Doug (NBC
Universal)
Subject: RE: Pulldown request

Hi folks- Sorry for the back-and-forth on this request. We do need you
to pull this video down after all. Please confirm that this is doable.

Thanks again for your help with this!

Best,

Tyler Fowler

-----Original Message-----

From: Fowler, Tyler (NBC Universal)
Sent: Tuesday, April 03, 2007 12:45 PM
To: Fowler, Tyler (NBC Universal); 'copyright@youtube.com'
Cc: 'heather@youtube.com'; 'micah@youtube.com'; Neil, Doug (NBC
Universal)
Subject: Re: Pulldown request

Hi folks- pls hold off on this request for the time being. we're
waiting on a second opinion regarding this. Have you folks had similar
requests regarding R-band content from other studios?

TF

-----Original Message-----

From: Fowler, Tyler (NBC Universal)
To: 'copyright@youtube.com' <copyright@youtube.com>

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000001-00043572

ER348

CC: 'heather@youtube.com' <heather@youtube.com>; 'micah@youtube.com'
<micah@youtube.com>; Nell, Doug (NBC Universal)
Sent: Tue Apr 03 12:28:09 2007
Subject: Pulldown request

Hi folks-
We'd like to request that the following red-band trailer for our film
Knocked Up be pulled down from Youtube, due to the fact that it contains
restricted content that the MPAA only allows to be posted online behind
an age-gate. <http://www.youtube.com/watch?v=5PVOSmxiGWl>

Please let us know if you have any questions.

Best,

Tyler Fowler
Universal Pictures
Digital Marketing

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000001-00043573

ER349

To: "Copyright Service" <copyright@youtube.com>
From: "aar band" [REDACTED]
CC:
BCC:
Sent Date: 2007-06-28 02:05:19 GMT
Subject: Thank you so much

thank you so much, I really appreciate your wonderfull
work. I never thought you would be so efficient.

With deep respect

Aar

--- Copyright Service <copyright@youtube.com> wrote:

> Dear Aar,
>
> Thank you very much for your response. The content
> has been removed.
>
> Sincerely,
>
> Erik
> The YouTube Team
>
>
> Original Message Follows:
> -----
> From: aar band [REDACTED]
> Subject: urgent request
> Date: Tue, 26 Jun 2007 18:20:22 -0700 (PDT)
>
> My name is Aar, I am a Somali musician
> based in London UK, recently one of my videos was
> copied from myspace by an unauthorised person. I
> sent
> a number of requests
> to this individual to remove my video but and he
> continuesly ignored me. I would appreciate if my
> video
> could be deleted from
> youtube.
>
> The copyrighted work at issue is a music video
> titled
> Hanaanka. This is my video I am the artist who owns
> the rights to this song and video.
>
> This video was stolen from my profile in myspace

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000001-08565130

ER350

> www.myspace.com/aazmusic. You can use my email
> address
> [REDACTED] to verify me in Myspace.
>
>
> The URL of the video in question is
> <http://www.youtube.com/watch?v=zFkH2moHDwI>
> The guy who stole my video can be found here
> <http://www.youtube.com/user/mukhtaarl14>
>
> I look forward to your immediate response. Thanking
> you in advance
>
> Aar
>
>
>
>

Ready
> for the edge of your seat?
> Check out tonight's top picks on Yahoo! TV.
> <http://tv.yahoo.com/>
>
>

Got a little couch potato?
Check out fun summer activities for kids.
http://search.yahoo.com/search?fr=onl_on_mail&p=summer+activities+for+kids&cs=bz

To: "Copyright Service" <copyright@youtube.com>
From: "James Gilmore" [REDACTED]
CC:
BCC:
Sent Date: 2007-11-02 22:36:13 GMT
Subject: Re: [#211442614] DMCA complaint

Dear Justin,

Just wanted to thank you for the prompt & professional response to my copyright infringement notification. Your assistance is truly appreciated. Thank you very much.

Sincerely,
James D. Gilmore

--- Copyright Service <copyright@youtube.com> wrote:

> Dear James,
>
> Thank you for your notification. As a one time
> courtesy and a measure of our good faith the content
> has been removed. However, going forward, we will
> need complete DMCA notifications in order to
> continue to remove content.
>
> We encourage you to sign up for our Content
> Verification Program at:
> http://www.youtube.com/t/copyright_program which is
> the easiest way of providing this.
>
> To file a notice of infringement with us, you must
> provide a written communication that sets forth the
> items specified below. To expedite our ability to
> process your request, please use the following
> format (including section numbers):
>
> 1. Identify in sufficient detail the copyrighted
> work that you believe has been infringed upon,
> including the owner of the work. For example, "The
> copyrighted work at issue is the video titled "My
> Video" produced by me."
>
> 2. Identify the material that you claim is
> infringing the copyrighted work listed in item #1
> above.
>
> YOU MUST IDENTIFY EACH VIDEO THAT ALLEGEDLY CONTAINS
> INFRINGING MATERIAL. This requires you to specify
> the URL of the playback page for that video (like
> this: http://www.youtube.com/watch?v=QCVxQ_3Ejkg).
>
> PROVIDING URL LINKS IN THE BODY OF AN EMAIL IS THE
> BEST WAY TO HELP US LOCATE CONTENT QUICKLY. Sending
> a fax, .jpg, .tif or .pdf copy of your URL
> identification may delay the processing of your

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000001-09298862

ER352

> claim if we are unable to differentiate the scanned
> characters, which will require your confirmation.
>
> If there are many URLs to be removed, we encourage
> you to sign up for our Content Verification Program
> at: http://www.youtube.com/t/copyright_program
>
> YouTube's Content Verification Program provides an
> easy-to-use interface where content owners may
> request removal of allegedly infringing content by
> simply checking a box. After you have submitted a
> short, one page form in order to verify your
> identity, this system automatically provides the
> proper DMCA notification that we need in order to
> remove your content. This is the fastest way to
> ensure removal of content from the site - 24 hours a
> day, 365 days a year.
>
> 3. Provide information reasonably sufficient to
> permit YouTube to contact you (email address is
> preferred).
>
> 4. Include the following statement: "I have a good
> faith belief that use of the copyrighted materials
> described above on the allegedly infringing web
> pages is not authorized by the copyright owner, its
> agent, or the law."
>
> 5. Include the following statement: "I swear, under
> penalty of perjury, that the information in the
> notification is accurate and that I am the copyright
> owner or am authorized to act on behalf of the owner
> of an exclusive right that is allegedly infringed."
>
> 6. Provide a physical or electronic signature.
>
> Send the written communication to YouTube:
>
> EMAIL IS OUR PREFERRED METHOD OF CONTACT
>
> Email: copyright@youtube.com
>
> OR
>
> DMCA Complaints
> YouTube, Inc.
> 1000 Cherry Ave.
> Second Floor
> San Bruno, CA 94066
>
> OR
>
> fax: 650.072.0513, Attn: YouTube Legal Support, DMCA
> Complaints.
>
> Sincerely,
>
> Justin
> The YouTube Team
>

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G00001-09298863

ER353

>
>
>

Do You Yahoo!?
Tired of spam? Yahoo! Mail has the best spam protection around
<http://mail.yahoo.com>

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000001-09298854

ER354

To: "Copyright Service" <copyright@youtube.com>
From: "David.Louca" [REDACTED]
Cc:
Bcc:
Received Date: 2006-09-08 09:46:54 CST
Subject: RE: Cillit Bang Remix

Thank you very much for your swift action.

Dave

-----Original Message-----

From: Copyright Service [mailto:copyright@youtube.com]
Sent: 07 September 2006 23:14
To: David.Louca
Subject: Re: Cillit Bang Remix

Dear Mr. Louca,

Thank you for notifying us! The videos you listed have been removed.

Hope this helps,

Aaron
The YouTube Team

David.Louca wrote:

- > Hi YouTube, the following posts are infringing our & Reckitt
- > Benkiser's copyrights
- > by uploading the Cillit Bang Remix to your site.
- >
- > Please could you have them removed immediately.
- >
- > If you need any more information from me please ask.
- >
- > Many thanks
- >
- > <http://www.youtube.com/watch?v=MdfOZb5MWEE>
- > http://www.youtube.com/watch?v=3GW1395hq_g
- > <http://www.youtube.com/watch?v=cqUO91YXkA8>
- > <http://www.youtube.com/watch?v=IRwpFww2nWo>
- > <http://www.youtube.com/watch?v=gJYVlmycddg>
- > <http://www.youtube.com/watch?v=oCYUL3-7OAI>
- > <http://www.youtube.com/watch?v=WwX7GEvnN-E>
- > <http://www.youtube.com/watch?v=zW71Rgpwwuo>
- > <http://www.youtube.com/watch?v=J8CRSvCj2BU>
- > <http://www.youtube.com/watch?v=xyjFXU06O2g>
- > <http://www.youtube.com/watch?v=5MnvcPRH5Yk>
- > <http://www.youtube.com/watch?v=LWFZOK-VkaQ>
- > <http://www.youtube.com/watch?v=XBgGTMwGpzE>
- > <http://www.youtube.com/watch?v=3ekCQW5Q1ec>
- > <http://www.youtube.com/watch?v=el51Ybc5RsY>
- > <http://www.youtube.com/watch?v=IFMIUWcwXfQ>
- > <http://www.youtube.com/watch?v=uLtljlyudDk>
- > <http://www.youtube.com/watch?v=gGC3lbaAJUc>
- > <http://www.youtube.com/watch?v=CR7G4O9Fc68>

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000001-00542688

ER355

> <http://www.youtube.com/watch?v=eQEiUisq77I>
> <http://www.youtube.com/watch?v=NLC2ipkQmHo>
> <http://www.youtube.com/watch?v=uqdzdnRXyPk>
> http://www.youtube.com/watch?v=X7SKZ0FI_bY
> <http://www.youtube.com/watch?v=le2Qn8E37Ks>
> <http://www.youtube.com/watch?v=neCDwJFQoj0>
>
> Dave Louca (Head Of A&R & Promotions)
>
> Media Records Ltd
> (Nukleuz, UMM Records)
> 1 Pepys Court, 64-66 The Chase, Clapham Common,
> London SW4 0NF, UK
>
> E: [REDACTED]
> T: [REDACTED]
> F: [REDACTED]
> MSN: [REDACTED]
> AIM: [REDACTED]
>
> www.myspace.com/ummrecords <<http://www.myspace.com/ummrecords>>
> www.myspace.com/nukleuzrecords <<http://www.myspace.com/nukleuzrecords>>
>
>
>

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000001-00542689

ER356

To: "copyright@youtube.com" <copyright@youtube.com>
From: [REDACTED]
Cc:
Bcc:
Received Date: 2006-06-16 05:29:44 GMT
Subject: FW: Copyright Infringement

Thank you for removing my video from the site and taking care of that user. I really am glad to see that you guys do protect us.
Thanks again,
Brett
President of Sk8xtreme Inc. DBA M1 Urethane

----- Original Message -----
Date: 6/14/2006 02:54 AM
From: [REDACTED]
To: copyright@youtube.com

Subject: Copyright Infringement

To whom it may concern:

Sections of my DVD have been put on to your website illegally. I request that these files be taken down immediately. All 4 uploads by the following user- yossie0906 Are from the M1 Team Video "Twenty to Life" that I own. To keep from any further legal action we ask that these come down.
Thank you,
Brett W. Garson
President of Sk8xtreme Inc. DBA M1 Urethane

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000001-04924909

ER357

To: "Copyright Service" <copyright@youtube.com>
From: [REDACTED]
Cc:
Bcc:
Received Date: 2006-10-24 10:35:27 CST
Subject: Re: Copyright Infringement - URGENT ACTION REQUIRED

Many thanks for your swift action.

> Mr. Leman,
>
> Thank you very much for your notification, the content has been removed.
>
> Hope this helps,
>
> Misty
> The YouTube Team
> leman@mailbox.co.uk wrote:
> > Leman Productions Ltd
> > Film and Television Production
> > 1F1 33 Balcarres St, Morningside, Edinburgh EH10 5JF U.K.
> >
> > DMCA Complaints
> > YouTube, Inc.
> > 1000 Cherry Ave.
> > Second Floor
> > San Bruno, CA 94066
> > Fax: 650.343.2983
> >
> >
> > Ref: Unauthorised use of Copyright Material / Bert Jansch / 'Acoustic
> Routes'
> >
> > Sirs,
> >
> > It has been brought to my attention that two clips from the 1992 music
> film 'Acoustic
> > Routes' featuring Bert Jansch have
> > been posted on your site by one of your users - Pitoucat - without
> my> company's consent or
> > permission.
> >
> > The clips posted (In the music category) are: Bert Jansch playing
> 'Needle of Death' and
> > 'Blues Run the Game' with Al
> > Stewart.
> >
> > For your information, the film 'Acoustic Routes' was an
> Independent> Production for the BBC
> > and the copyright for the
> > film rests with my company.
> >
> > I strongly request that these clips are removed forthwith from Youtube
> and reserve the
> > right to take whatever legal

24 Oct 2006

Confidential

GOO001-00555205

ER358

>> action necessary to protect my company's productions from
unauthorised illegal copying and
>> transmission.
>>
>> I await your prompt response.
>>
>> Sincerely,
>>
>> Jan Leman - Director, Leman Productions Ltd
>>
>>
>>
>> CC: Jim Preacher, Head of Business and Legal Affairs, BBC Scotland
>>
>>
>>
>

From - Mon Apr 02 17:26:54 2007
X-Mozilla-Status: 0018
X-Mozilla-Status2: 00000000

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000001-00555206

ER359

To: "Copyright Service" <copyright@youtube.com>
From: "Shellenbarger, Daniel" [REDACTED]
Cc:
Bcc:
Received Date: 2006-09-29 23:10:59 CST
Subject: RE: copyright infringement

Thank you, it is down now, I just tried the link. THANK YOU again for your very speedy response!

-----Original Message-----

From: Copyright Service [mailto:copyright@youtube.com]
Sent: Friday, September 29, 2006 6:09 PM
To: Shellenbarger, Daniel
Subject: Re: copyright infringement

Mr. Shellenbarger,

The video shows removed, it is possible for the thumbnail and searches to still show the video for some time after its removal. I assure you though, if you click on the video it will show that it is down.

Misty
The YouTube Team

Shellenbarger, Daniel wrote:

> Thank you for your speedy reply. I just checked and the video is still
> available. The URL is: <http://www.youtube.com/watch?v=lwrAL2e9NH4>

> Thank you again for your speedy reply!

> -----Original Message-----

> From: Copyright Service [mailto:copyright@youtube.com]
> Sent: Friday, September 29, 2006 4:04 PM
> To: Shellenbarger, Daniel
> Subject: Re: copyright infringement

> Mr. Shellenbarger,

> Thank you very much for your notification, the content has been removed.

> Hope this helps,

> The YouTube Team

> Shellenbarger, Daniel wrote:

>>
>>
>>
>>
>>
>>
>> To: YouTube Content Managers
>>
>> From: Dan Shellenbarger
>>

Confidential

000001-00458680

ER360

>> Executive Director, Ohio Channel/division of Ideastream
>>
>> Date: September 29, 2008
>>
>> Re: Use of Copyright video
>>
>>
>>
>>
>> The video clip used in the link:
>>
>> <http://www.youtube.com/watch?v=lwrAL2e9NH4>
>>
>> substantially uses Ohio Channel <<http://www.ohiochannel.org/>> footage in
>> the broadcast. All Ohio Channel footage is copyright by ideastream
>> <<http://www.wvz.org/>> and is specifically prohibited for use in
>> political or commercial productions. We are a not-for-profit PBS entity
>> in Ohio and have full distribution authority for the use of the video.
>> The video was obtained from us and the user agreed to our terms of
>> service (which prohibit the unauthorized use of the work). All
>> ideastream produced work is copyright and rights must be sought for any
>> retransmission.
>>
>>
>> We have communicated with the party linking to the video and they have
>> agreed to take down the work. This has not yet happened.
>>
>>
>> The contact for the link is:
>>
>>
>>
>> Ohio Republican Party
>>
>> 211 S. Fifth Street
>>
>> Columbus, OH 43215
>>
>>
>> Phone: [REDACTED]
>>
>>
>>
>> I have worked with John McClelland in all communications.
>>
>>
>> I ask that the video be removed as soon as possible or we will need to
>> take further action.
>>
>>
>>
>> Thank you for your patience and consideration.
>>

Confidential

000001-00458681

ER361

>>
>>
>> Dan Shellenbarger
>>
>>
>>
>>
>> Dan Shellenbarger
>>
>> Executive Director
>>
>> OGT/Ohio Channel
>>
>> Ohio Statehouse
>>
>> Room 013
>>
>> Columbus, OH 43215
>>
>>
>>
>> [REDACTED]
>>
>>
>>
>> [REDACTED]
>>
>>
>>
>> www.ohiochannel.org <http://www.ohiochannel.org>
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>>
>> //The Ohio Channel is a service of //
>>
>> //Ohio's Public Broadcasting Stations//
>>
>> **Managed by **Ideastream
>>
>>
>>

Confidential

000001-00458682

ER362

To: heather gillette <heather@youtube.com>
From: Atsushi IIZUKA [REDACTED]
Cc:
Bcc:
Received Date: 2006-12-15 20:41:40 GMT
Subject: Re: Copyright infringement notice (NHK 060626)

Dear Heather,

Thank you always your kind and rapid
action against copyright infringement.
(removal of listed videos)
I (we) appreciate it very much!

Best regards,

Atsushi IIZUKA
NHK Japan Broadcasting Corporation
Copyright & Archives Center
TOKYO JAPAN

----- Original Message -----

From: "heather gillette" <heather@youtube.com>
To: "Atsushi IIZUKA" [REDACTED]
Cc: "?? ??CD" [REDACTED]
Sent: Tuesday, June 27, 2006 8:27 AM
Subject: RE: Copyright infringement notice (NHK 060626)

> Dear Atsushi Iizuka,
>
> Thank you again for alerting us to this! The videos listed in the
> attachment to this email have been removed.
>
> Sincerely,
>
> Heather Gillette
> Copyright Agent
> YouTube, Inc.
>
> -----Original Message-----
> From: Atsushi IIZUKA [REDACTED]
> Sent: Monday, June 26, 2006 1:48 AM
> To: copyright@youtube.com
> Cc: ?? ??CD
> Subject: Copyright infringement notice (NHK 060626)
>
> Dear YouTube Inc.
>
> My name is Atsushi IIZUKA. I am with
> NHK Japan Broadcasting Corporation.
> I inform you the copyright infringement
> notice. Please take a look at my
> attached document which explains in detail.
>
> Your kind cooperation on this matter

Confidential

000001-09595034

ER363

> is highly appreciated.
>
> Regards,
>
> Atsushi IIZUKA
>
> Senior Program Director
> NHK Japan Broadcasting Corporation
> Copyright & Archives Center
> TOKYO JAPAN
> [REDACTED]
> +81-3-3481-1803 (fax)
>

Confidential

000001-09895035

ER364

To: heather gillette <heather@youtube.com>
From: Paul Walsh [REDACTED]
Cc:
Bcc:
Received Date: 2006-12-15 20:41:40 GMT
Subject: RE: Copyright infringement - Lano & Woodley

Dear Heather

Thankyou very much for responding to our request to remove the copyright material so quickly. It is good to see a file-sharing website taking such a responsible approach and hopefully many others will follow your exemplary model. I will logon to your site and register as you suggest.

Thanks again, and have a great week.

Regards
Paul

From: heather gillette [mailto:heather@youtube.com]
Sent: Saturday, 29 April 2006 10:40 AM
To: Paul Walsh
Subject: RE: Copyright infringement - Lano & Woodley

Dear Mr. Walsh,

Than you very much for this notification! I have removed the video listed in the attachment to this email. You also mention that you were unable to provide more links because our site was down at the time that you wrote the letter. Accordingly, we would like to take this opportunity to invite you to access a new tool that we created solely to assist content owners to locate and notify us of potentially infringing content on YouTube.com.

All a content owner needs to do to participate in the program and gain access to this tool is complete and submit to YouTube a short application that can be found here:

http://youtube.com/c/copyright_program

Once your application has been submitted, we will follow up by providing you with a tutorial and login information to get you started and on your way!

We are committed to working in cooperation with content owners to keep infringing content off of the YouTube site! Please let me know if you have any questions.

Confidential

000001-09595036

ER365

Sincerely,

Heather Gillette

YouTube, Inc.

From: Paul Walsh [REDACTED]
Sent: Friday, April 28, 2006 12:23 AM
To: copyright@youtube.com
Subject: Copyright Infringement - Lano & Woodley

Dear Sirs

Please see attached an electronic copy of a fax sent to you today concerning unauthorised reproduction of segments from Lano & Woodley (whom we represent as their agents) - from both their current performance in Australia and their DVDs. All segments of Lano and Woodley on your site are breaches of copyright and we request that they be removed immediately.

Please do not hesitate to contact me should you require any further information.

Thank you very much for your assistance with this matter.

Regards

Paul Walsh
Legal & Business Affairs Manager
Token Artists

paul@token.com.au
Ph: [REDACTED] Fax +61 3 9417 4722
1st Floor, 274 Brunswick Street Fitzroy VIC 3065
PO Box 108 Fitzroy VIC 3065
www.token.com.au

This e-mail (including attachments) is intended for the addressee only. If you have received this communication in error, please advise by telephone or reply email and destroy the original email, any attachments and copies.

This is a confidential communication and may be privileged. Confidentiality or privilege is not waived even if this email has been sent in error.

Confidential

000001-09595037

ER366

This email is also subject to copyright and may not be reproduced, adapted or communicated without our written consent.

Confidential

000001-09595038

ER367

Levine Exhibit 12

To: sabahan [REDACTED]
From: DMCA Complaints <copyright_counternotice@youtube.com>
Cc:
Bcc:
Received Date: 2008-03-03 23:40:49 CST
Subject: Video Rejected: Copyright Infringement

Dear Subscriber:

This is to notify you that we have removed or disabled access to the following material as a result of a third-party notification claiming that this material is infringing:

Edge and Christian in London

Please Note: Repeat incidents of copyright infringement will result in the deletion of your account and all videos uploaded to that account. In order to avoid future strikes against your account, please delete any videos that you do not own the rights to and refrain from uploading additional videos that infringe on the copyrights of others.

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- (A) A physical or electronic signature of the subscriber.
- (B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- (C) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- (D) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints
YouTube, Inc.
PO Box 2053
San Mateo, CA 94401
Email: copyright@youtube.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Very truly yours,
YouTube, Inc.

Highly Confidential

000001-00596862

ER369

To: "prospero9000" <hong@youtube.com>
From: "DMCA Complaints" <copyright_courtemotice@youtube.com>
Cc:
Bcc:
Received Date: 2006-05-04 16:44:25 GMT
Subject: Video Rejected: Copyright Infringement

Dear Member:

This is to notify you that we have removed or disabled access to the following material as a result of a third-party notification claiming that this material is infringing:

VIP: (<http://mrizzo.dev.youtube.com/watch?v=EzbZpl4dFjc>)

Please Note: Repeat incidents of copyright infringement will result in the deletion of your account and all videos uploaded to that account. In order to avoid future strikes against your account, please delete any videos to which you do not own the rights, and refrain from uploading additional videos that infringe on the copyrights of others. For more information about YouTube's copyright policy, please read the "Copyright Tips" guide: http://www.youtube.com/Howto_copyright.

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- (A) A physical or electronic signature of the subscriber.
- (B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- (C) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- (D) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints
YouTube, Inc.
PO Box 2053
San Mateo, CA 94401
Email: copyright@youtube.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Sincerely,
YouTube, Inc.

Highly Confidential

600001-05172445

ER370

To: drmonkey [REDACTED]
From: DMCA Complaints <copyright_counternotice@youtube.com>
Cc:
Bcc:
Received Date: 2006-06-14 18:30:46 CST
Subject: Video Rejected: Copyright Infringement

YouTube Logo

Dear Member:

This is to notify you that we have removed or disabled access to the following material as a result of a third-party notification claiming that this material is infringing:

Amaenaldeyo ep 6: http://www.youtube.com/watch?v=u_cizyfyIvc

Please Note: Repeat incidents of copyright infringement will result in the deletion of your account and all videos uploaded to that account. In order to avoid future strikes against your account, please delete any videos to which you do not own the rights, and refrain from uploading additional videos that infringe on the copyrights of others. For more information about YouTube's copyright policy, please read the Copyright Tips guide.

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

(A) A physical or electronic signature of the subscriber.

(B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

(C) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(D) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints
YouTube, Inc.
PO Box 2053
San Mateo, CA 94401
Email: copyright@youtube.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Sincerely,
YouTube, Inc.

Copyright © 2006 YouTube, Inc.

abuse_copyright.tmp

Highly Confidential

000001-00616722

ER371

Highly Confidential

000001-00616723

ER372

To: "Crimrap" [REDACTED]
From: "DMCA Complaints" <copyright_counternotice@youtube.com>
Cc:
Bcc:
Received Date: 2006-12-29 10:34:55 GMT
Subject: Video Removed: Copyright Infringement

Dear Member:

This is to notify you that we have removed or disabled access to the following material as a result of a third-party notification by The Soccer Clubs claiming that this material is infringing:

Ajax - FCK 0-2 (The 0-1 Goal): (<http://www.youtube.com/watch?v=3vpVLPcR8hs>)

Please Note: Repeat incidents of copyright infringement will result in the deletion of your account and all videos uploaded to that account. In order to avoid future strikes against your account, please delete any videos to which you do not own the rights, and refrain from uploading additional videos that infringe on the copyrights of others. For more information about YouTube's copyright policy, please read the "Copyright Tips" guide: http://www.youtube.com/howto_copyright.

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

(A) A physical or electronic signature of the subscriber.

(B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

(C) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(D) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints
YouTube, Inc.
1000 Cherry Ave.
Second Floor
San Bruno, CA 94066
Email: copyright@youtube.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Sincerely,
YouTube, Inc.

Confidential

GOO001-04940830

ER373

ER374

To: "proudfist" [REDACTED]
From: "DMCA Complaints" <copyright_counternotice@youtube.com>
Cc:
Bcc:
Received Date: 2007-01-10 10:10:38 GMT
Subject: Video Removed: Copyright Infringement

Dear Member:

This is to notify you that we have removed or disabled access to the following material as a result of a third-party notification by Sunrise, Inc. claiming that this material is infringing:

Scryed Opening bD Eplcode 1: (<http://www.youtube.com/watch?v=OQTVJZ7NGA8>)

Please Note: Repeat incidents of copyright infringement will result in the deletion of your account and all videos uploaded to that account. In order to avoid future strikes against your account, please delete any videos which you do not own the rights, and refrain from uploading additional videos that infringe on the copyright of others. For more information about YouTube's copyright policy, please read the "Copyright Tips" guide: http://www.youtube.com/t/howto_copyright.

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

(A) A physical or electronic signature of the subscriber.

(B) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

(C) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(D) The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints
YouTube, Inc.
1000 Cherry Ave.
Second Floor
San Bruno, CA 94066
Email: copyright@youtube.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Sincerely,
YouTube, Inc.

Confidential

000001-04941229

ER375

Levine Exhibit 13

MCCAIN PALIN

VIA EMAIL AND U.S. MAIL

Chad Hurley, CEO
Zahavah Levine, General Counsel
William Patry, Senior Copyright Counsel, Google
YouTube, LLC
901 Cherry Ave.
Second Floor
San Bruno, CA 94066


October 13, 2008

Dear Mr. Hurley, and Ms. Levine, and Mr. Patry:

By providing a platform for political candidates and the American public to post, view, share, discuss, comment on, mash-up, re-mix, and argue over campaign-related videos, YouTube has played a prominent and overwhelmingly positive role in the 2008 election. YouTube is to be congratulated on the groundbreaking contributions it has made to the political discourse, including through the CNN/YouTube primary debates.

We write, however, to alert you to a problem that has already chilled this free and uninhibited discourse, and to propose a solution. First, the problem: overreaching copyright claims have resulted in the removal of non-infringing campaign videos from YouTube, thus silencing political speech. Numerous times during the course of the campaign, our advertisements or web videos have been the subject of DMCA takedown notices regarding uses that are clearly privileged under the fair use doctrine. The uses at issue have been the inclusion of fewer than ten seconds of footage from news broadcasts in campaign ads or videos, as a basis for commentary on the issues presented in the news reports, or on the reports themselves. These are paradigmatic examples of fair use, in which all four of the statutory factors are strongly in our favor: 1) the uses are non-commercial and transformative; 2) they are factual, not fictional; 3) they are extremely brief; and 4) they have no conceivable effect on the market for the allegedly infringed works. See 17 U.S.C. § 107(1)-(4).

Despite the complete lack of merit in these copyright claims, YouTube has removed our videos immediately upon receipt of takedown notices. This is both unfortunate and unnecessary. It is unfortunate because it deprives the public of the ability to freely and easily view and discuss the most popular political videos of the day. And it is wholly unnecessary from a legal standpoint. We recognize that YouTube has said it adheres to the notice-and-takedown procedures established by the DMCA. But nothing in the DMCA requires a host like YouTube to comply automatically with takedown notices, while blinding itself to their legal merit (or, as here, their lack thereof). The DMCA provides hosts with a safe harbor from liability for


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PO Box 16110 | Arlington, VA 22215

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ER377

infringement—but there is no need for a safe harbor where, as here, there is no infringement in the first instance. *See id.* § 107 (a fair use “is not an infringement of copyright”).

We recognize that the DMCA provides a counternotice procedure (of which we have availed ourselves several times), but this procedure, and the way YouTube has implemented it, provides inadequate protection for political speech, particularly in the context of a fast-paced political campaign. As you know, the DMCA (and YouTube’s policies) do not contemplate re-posting of the video until at least 10 and up to 14 days following the receipt of a counternotice—even where the notice is frivolous and the counternotice entirely sound. *See id.* § 512(g)(2)(C). But 10 days can be a lifetime in a political campaign, and there is no justification for depriving the American people of access to important and timely campaign videos during that period. Again, YouTube has nothing to fear by hosting *non-infringing* videos, let alone by re-posting them much sooner than 10 days.¹

We propose a solution to the problem described above that we believe would serve both to protect the important First Amendment values vital to political discourse, and adequately protect YouTube from copyright liability. We fully understand that YouTube may receive too many videos, and too many takedown notices, to be able to conduct full fair-use review of all such notices. But we believe it would consume few resources—and provide enormous benefit—for YouTube to commit to a full legal review of all takedown notices on videos posted from accounts controlled by (at least) political candidates and campaigns. If YouTube receives a takedown notice for any video posted from such accounts, we propose that it commit to a careful legal review, including fair use analysis, to determine whether the infringement claim has substantial merit. If YouTube is satisfied that the use at issue is fair, or otherwise non-infringing, we propose that it decline to act upon the notice. Surely the protection of core political speech, and the protection of the central role YouTube has come to play in the country’s political discourse, is worth the small amount of additional legal work our proposal would require.

While the issues presented by YouTube and other Internet technologies are new, the need to prevent meritless copyright claims from chilling political speech is decidedly not. Thirty years ago, a federal judge confronting a copyright claim over the use of music in a political advertisement correctly recognized the importance of preventing copyright from interfering with political candidates’ free and full exercise of their First Amendment right to vigorously debate the issues of the day:

¹ In our experience, copyright holders often back down upon receipt of a counternotice, primarily because they never had any intention of following through on their takedown notices by filing lawsuits to protect their asserted copyright interests. *See* 17 U.S.C. § 512(g)(2)(C). We believe this is so for two reasons. First, they recognize the weakness of their claims and do not wish to risk a loss on the merits. Second, even if they believe their claims have merit, they do not routinely register their live news broadcasts with the Copyright Office, and cannot obtain registration certificates within 10 days, even through an expedited application. Without such certificates in hand, they have no ability to file infringement actions. *See* 17 U.S.C. § 411(a) (“[N]o action for infringement of the copyright in any United States work shall be instituted until preregistration or registration of the copyright claim has been made in accordance with this title.”); *see also, e.g., Xoom, Inc. v. Imageline, Inc.*, 323 F.3d 279, 283 (4th Cir. 2003) (“Copyright registration is a jurisdictional prerequisite to bringing an action for infringement under the Copyright Act.”); William Patry, “Registration issues,” *The Patry Copyright Blog*, Aug. 1, 2005 (available at <http://williampatry.blogspot.com/2005/08/registration-issues.html>).

In the context of this case, the Court must be aware that it operates in an area of the most fundamental First Amendment activities. Discussion of public issues and debate on the qualifications of candidates are integral to the operation of the system of government established by our Constitution. The First Amendment affords the broadest protection to such political expression in order to assure the unfettered interchange of ideas for the bringing about of political and social changes desired by the people.... [T]here is practically universal agreement that the major purpose of that Amendment was to protect the free discussion of governmental affairs, including discussions of candidates. This is a reflection of our profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open. In a republic where the people are sovereign, the ability of the citizenry to make informed choices among candidates for office is essential, because the identities of those who are elected will inevitably shape the course that we follow as a nation.

See Keep Thomson Governor Committee v. Citizens for Gallen Committee, 457 F. Supp. 957, 959-960 (D. N.H. 1978) (citation omitted) (declining to enjoin allegedly infringing political advertisement). Though the judge who wrote those words had never used YouTube, the values he articulated are as true today as they were when he wrote them three decades ago.

We stand ready to work with you and any other campaign or group who may be interested in finding a mutually acceptable means to ensure that YouTube remains a place for vigorous political debate—unchilled by meritless copyright claims. We have copied the Obama campaign as a way of seeing if they would like to join in this effort. Please contact me at [REDACTED] or [REDACTED] if you would like to discuss these issues further.

Very truly yours,



Trevor Potter
General Counsel

Robert Bauer, Esq. (General Counsel, Obama for America; via U.S. Mail)

Levine Exhibit 14

Biz not sure how to treat upstart YouTube

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Biz not sure how to treat upstart YouTube

Catching YouTube

Andrew Wieselein

March 21, 2006

The entertainment world is putting the squeeze on YouTube.com, but will it be more like a tug than a headlock?

In a few short months, the Web site has emerged from the obscure ranks of dozens of online viral-video outposts to dominate even giant portals in the category, including Yahoo! and Google.

But its astonishing growth — streaming 30 million videos a day — also has put old-guard media empires on the defensive. NBC Universal and CBS Corp. are just a few of the power players who have clamped down on YouTube recently for hosting copyright-infringing clips snatched from broadcast airwaves.

"As the broadband digital space develops, it's important for rules of the road to be clearly established," says Richard Cotton, executive vp and general counsel at NBC Uni.

However, the relationship between this internet upstart and Hollywood isn't as adversarial as you might assume. For every corporate lawyer firing off angry letters to YouTube, there are two more executives exploring potential partnership opportunities — maybe even an outright acquisition.

What's more, YouTube execs claim that these conflicting legal and promotional imperatives often unknowingly emanate from the same company.

"There's been a few examples of marketing departments uploading content directly to the site, while on the other side of the company their attorney is demanding we remove this content," YouTube co-founder Chad Hurley says.

The media establishment's schizophrenic attitude toward YouTube reflects the undeniable promotional power of viral video, which sends clips bouncing around the Internet's young-adult user base like a beach ball at a Nickelback concert. As conglomerates begin charging for programming everywhere from their own Web sites to Google Video, savvy independents like YouTube are being sized up as allies or enemies on par with the Napster of old.

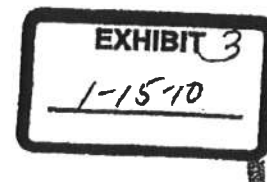
Hurley contends to be the former. YouTube is actively seeking partnerships with media companies, positioning itself as something of a virtual buffet where one can nibble on bite-size clips of programming for free in order to drive consumer interest in the feast offered by movie studios and TV networks.

"The community and viral nature of it is often an opportunity to reach a large audience and to promote movies," Hurley says. "We don't see YouTube as a place to watch a whole show. We're about clips and promotional content, and user-generated content."

In just a few months, YouTube has generated an inordinate amount of attention for a company with only



Advertisement



http://www.hollywoodreporter.com/hr/search/article_display.jsp?vnu_content_id=1002199... 1/12/2010

3

ER381

Biz not sure how to treat upstart YouTube

20 employees squeezed into a loft above a pizza parlor in San Mateo, Calif. Hurley founded the company in February 2005 with fellow twenty-something Steve Chen; both are former employees of online payment service PayPal.

YouTube is not a peer-to-peer service like Napster, but its video-hosting capabilities allow Internet surfers to stream videos easily from a Web page. Also unlike Napster, most of the video available is not entire TV episodes or movies but short clips no longer than three minutes.

That makes YouTube and its ilk ideal for showcasing homemade video of everything from baby's first steps to frat-house pranks. But many of these sites are positively teeming with copyright-infringing footage snipped from current and past television shows and movies. There is no barrier to entry for illegal videos; users can upload whatever they want in less than a half-hour.

YouTube has become an online juggernaut seemingly overnight. Not long after its soft launch in May, viewers were watching 30 videos a day; by the time the company officially launched in December, it was 3 million. Today, YouTube has twice the traffic of Yahoo! Video and more than three times that of Google Video and AOL Video.

"Their growth has been phenomenal," says Lesann Prescott, senior research analyst at Internet tracking firm Hitwise USA. "It's really the next evolution of online entertainment."

But many of the hits that drove the growth were copyright-violating clips. Last month, NBC Universal ordered YouTube and other unregulated viral-video Web sites to take down hundreds of clips, including a "Saturday Night Live" skit known as "Lazy Sunday" that became an Internet sensation. YouTube complied but since has had to chase down more "BNL" material at NBC Universal's behest, including a skit featuring Natalie Portman.

One week later, CBS News came down on YouTube for making available a "CBS Evening News" segment about an outside basketball player that also became a big Internet draw.

At least that example was one where CBS wanted the footage seen. Not so over at ABC, which had to weather the indignity the day after its Academy Awards telecast of YouTube users parsing every second of a vignette featuring Tom Hanks in which he appears to have accidentally muttered profanities. ABC declined comment.

Sources say Fremantle North America, producer of the Fox powerhouse "American Idol," leaned on YouTube to remove scenes from the megahit show. The company declined comment.

But for all the notoriety YouTube has earned, Hurley notes that the site has not been sued, nor has it even received a cease-and-desist letter. What YouTube has been bombarded with are Digital Millennium Copyright Act notifications, which compel Web sites to remove copyright-infringing material.

YouTube has received high marks from most companies that credit the Web site with complying quickly with removal requests.

"YouTube has been a good corporate citizen and taken off copyrighted material," an MPAA spokeswoman says. "We'll continue to monitor what they do. Right now the inclination is they are willing to work with us."

YouTube is starting to see a trickle of established players sign on for promotional partnerships. Matador Records is spreading the word on Pretty Girls Make Graves by allowing viewers to submit music videos for the band's upcoming single. Cable network MTV2 has provided clips from upcoming programming including "The Andy Milonakis Show" that links back to the MTV2 Web site. Even advertisers are on board, as Nike has seeded the site with video clips promoting its footwear.

This week, Dimensional entrusted YouTube with the trailer for its upcoming film "Sunny Movie 4," which promptly generated 200,000 streams in its first 15 hours on the site.

"In terms of sheer popularity, presently YouTube is at the forefront when it comes to video sharing," says Ian Scheffer, CEO of Deep Focus, Dimensional's advertising agency. "The more people who see this film's trailer, the more people we feel will get excited about this film."

Hurley indicated that this is just the beginning, with even bigger brands soon to make joint announcements with YouTube from all over the industry. He also says other programs are taking a

Biz not sure how to treat upstart YouTube

more covert approach, uploading movie trailers and the like without striking any official deals in hopes of starting a fast-organic wildfire of buzz.

Not that YouTube will partner with just anyone. Cognizant of the anarchic sensibility pervading viral video, the company wants to be selective in order not to be viewed as a sellout to corporate interests.

"We are moving really cautiously for that reason," Hurley says. "We are looking at indie brands, the kind of brands that resonate with our users."

For now, the company is abstaining from any kind of advertising on the site in hopes that partnerships with media companies eventually will help pay the bills. Advertising will eventually be incorporated, but in the meantime YouTube is subsisting on the \$3.5 million in private equity funding it received in November from Sequoia Capital.

In the meantime, YouTube is still trying to make amends with corporate Hollywood by improving the mechanism that allows it to move quickly to strike infringing videos. But even as the company improves its technology, Hurley warns that constitutional protection is still in place to keep YouTube an open community. "We're not required to police the site," Hurley says. "But we're building the tools to help control everything."

NBC Univ's Cotton is taking a wait-and-see attitude, noting that digital media is a fast-evolving landscape. Still, he left ruling out putting on more pressure.

"They may have to undertake additional activities on the order of filtering or screening," Cotton says.

Were it only that easy. Some of YouTube's more creative users do more than just post excerpts of shows; they splice them together with footage from other bits of video. These amalgamations yield a few absurdly oddities like a video mash-up of "The Apprentice" with footage of Charles Manson, which suggests what might happen if Donald Trump were interviewing the notorious serial killer for his show.

YouTube is far from alone in the viral-video category, with dozens of others attempting to mount the kind of mindbenders it has aggregated, including Gropser, Vimeo and Clipwatch.

Some new entries are aiming for a more distinctive corner of the market, like Revver, which takes a zero-tolerance policy against illegal footage and goes as far as splitting advertising revenue with amateur auteurs who submit to the site.

"Web sites that attract users by flagrant copyright infringement we don't see as a business," Revver founder Steven Starr says.

YouTube's main competition seems to be the big-brand portals, all of which are stumbling into video-sharing in fits and starts and leaning heavily toward the subscription model. While Google Video has lined up interesting partner brands like CBS, its navigation and ease of use has been heavily criticized.

Yahoo! seemed to be moving strong into original programming but recently has made indications that it will back away from that strategy in favor of more user-generated content.

"I think they're adjusting to the amount of attention we're receiving," Hurley says of Yahoo! Inc. "They're going to be chasing us. We can out-innovate these guys. They are large organizations that take time to innovate product."

YouTube's greatest competition might turn out to be the Internet brand that is currently its greatest asset: social networking giant MySpace.com, which Hitwise estimates delivers one out of every five streams for YouTube. In January, MySpace launched its own video hosting service at vids.myspace.com that could become an easier go-to option for MySpace's massive user base.

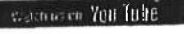
"It could cut into YouTube's traffic," Hitwise USA's Prescott says.

MySpace recently was acquired by News Corp., and therein lies another challenge that might lie ahead for YouTube. Media companies are snapping up online properties in part because they serve as a promotional base. Witness how News Corp.-owned cable channel FX injected MySpace with the latest video from Ice Cube: It happens to double as a promo for "Black. White.," an FX series that launched this month and counts the rapper as one of its executive producers.

Hurley acknowledges that YouTube could make a nice acquisition target but says no such plans are in the offing.

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YouTube.Toolbar.com

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NBC AND YOUTUBE ANNOUNCE STRATEGIC PARTNERSHIP

***Companies Team Up in Ground-Breaking, Promotional Relationship
And Innovative Advertising Agreement***

BURBANK, Calif. and SAN MATEO, Calif. – June 27, 2006 – NBC and YouTube, Inc. today announced a strategic partnership that will combine NBC's quality programming with YouTube's vast audience to enhance the entertainment experience on YouTube while engaging viewers in innovative new ways to promote NBC's Fall program lineup and other preferred shows over the next year. The agreement also includes an integrated, cross-promotional advertising relationship on the YouTube service and significant on-air promotion provided by NBC.

Under the terms of the agreement, NBC will create an official NBC Channel on YouTube to house its Fall Preview area with exclusive clips to promote NBC's "The Office." In addition, over the next year, NBC will upload several video presentations and longform promos per week to the NBC Channel on YouTube from primetime and late-night programs like "Saturday Night Live," "The Office," and "The Tonight Show with Jay Leno." YouTube will also promote NBC's videos throughout the site.

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"The YouTube and NBC partnership symbolizes what can happen when traditional media companies and new media companies find common ground," said John Miller, Chief Marketing Officer, NBC Universal Television Group. "YouTube is the perfect online media partner to promote NBC's marquee entertainment to their audience and explore new and creative ways to harness the power of viral video in a manner that respects copyrights. We applaud YouTube for their continued willingness to work with us to remove any unauthorized NBC content and protect our copyrighted material. We are thrilled to be partnering with this forward-thinking company."

"We are delighted to work with NBC on an official basis. Bringing more entertaining and exclusive content to YouTube helps further our goal of providing the best video entertainment experience on the Internet," said Chad Hurley, co-founder and CEO of YouTube. "This partnership provides greater visibility and access to both NBC and YouTube's audiences, providing both companies with new outlets for growth and opportunity."

Additionally, NBC will launch a contest for its hit comedy "The Office" (Thursdays, 9:30-10 p.m. ET) where people can submit their own creative 20-second promotional videos to NBC's YouTube Group (www.youtube.com/theoffice). NBC will publicize the campaign on air regularly during the first three weeks of the contest, encouraging YouTube users to enter. User-generated videos must be compelling and entertaining and create interest for potential viewers to watch "The Office." Examples can be seen in the NBC YouTube Group.

The contest runs June 26 through July 21. The winning video will air within the network broadcast of "The Office" during the month of August. NBC will also offer a "how-to" video featuring writer-producer Bill Lowery, who normally writes and produces all the network's promos for "The Office."

"We are excited about customizing the NBC Channel and sharing with our subscribers all the entertaining promotional content we are offering to encourage them to watch our Fall line-up and other programs," said Miller. "With the contest, we want to have some fun and allow an artistic avenue for fans of 'The Office.' We know they have a lot of great ideas that deserve to be shared and we can't wait to see what they upload to YouTube."

People now watch more than 70 million videos per day on YouTube, and it is the 17th most trafficked Web site in the world, making YouTube the leading entertainment destination for video on the Internet.

About NBC Universal

NBC Universal is one of the world's leading media and entertainment companies in the development, production, and marketing of entertainment, news, and information to a global audience. Formed in May 2004 through the combining of NBC and Vivendi Universal Entertainment, NBC Universal owns and operates a valuable portfolio of news and entertainment networks, a premier motion picture company, significant television production operations, a leading television stations group, and world-renowned theme parks. NBC Universal is 80%-owned by General Electric, with 20% controlled by Vivendi Universal.

About YouTube

Founded in February 2005, YouTube is a consumer media company for people to watch and share original videos worldwide through a Web experience. YouTube allows people to easily upload and share video clips on www.YouTube.com and across the Internet through websites, blogs, and e-mail. The company currently delivers more than 70 million video views every day with 60,000 new videos uploaded daily. With investment support from Sequoia Capital, YouTube has quickly become the leading destination on the Internet for video entertainment.

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To: 'YouTubers Group' [REDACTED]
From: [REDACTED]
Cc: [REDACTED]
Bcc: [REDACTED]
Received Date: 2006-06-27 13:36:28 GMT
Subject: NBC AND YOUTUBE ANNOUNCE STRATEGIC PARTNERSHIP

YouTubers,

Today we made a significant announcement with NBC. See the press release we put over the wire today and the Page One story that ran in today's Wall Street Journal. A Page One story for a company of our size is a very rare experience, it means our news was considered extremely important to the market.

This story was crucial to us and newsworthy for several reasons: a) the NBC deal illustrated YouTube's first step toward building a legitimate, sustainable business; b) it portrayed the management team as being effective in guiding the company in the right direction; and c) it also implied that if we can build a successful advertising model we have the potential to become one of the most successful companies on the Internet.

You will see many more articles today about the news.

Keep up the good work everyone!

NBC AND YOUTUBE ANNOUNCE STRATEGIC PARTNERSHIP

Companies Team Up in Ground-Breaking, Promotional Relationship And Innovative Advertising Agreement

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The Wall Street Journal

June 27, 2008

PAGE ONE

Garage Band
With NBC Pact, YouTube Site

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Tries to Build a Lasting Business

Internet Video Service Sketches
A Path to Profitability;
Difficult Copyright Issues

Receiving 60,000 Clips a Day

By KEVIN J. DELANEY
June 27, 2006; Page A1

Over the past decade, large media and tech companies have tried to build mass-market services offering video over the Internet. Someone has finally succeeded big: a startup with 35 employees and an office over a pizza restaurant.

Through YouTube Inc.'s Web service, consumers view short videos more than 70 million times a day, ranging from clips of unicycling jugglers and aspiring musicians to vintage Bugs Bunny cartoons and World Cup soccer highlights recorded from TV. Users post more than 60,000 videos daily, with a limit of 10 minutes for most clips.

The big question for YouTube now: Can it turn this loose bazaar of videos into an enduring business?

It will take a step in that direction today when it gets a big endorsement from General Electric Co.'s NBC Universal. NBC plans to announce that it will make available on YouTube promotional video clips for some of its popular shows, such as "The Office," "Saturday Night Live" and "The Tonight Show with Jay Leno." NBC plans to market its new fall lineup using clips on YouTube, and is holding a contest for consumers to submit their own promotional videos for "The Office." It will also buy ads on the site and promote YouTube with mentions on television. That's a significant step for NBC, which earlier had demanded that YouTube take down clips of its programming. (Time Warner Inc.'s Warner Bros. has made a deal 1 to distribute movies and TV shows via Guba.com.)

[Steve Chen]YouTube is a classic Silicon Valley garage-to-glory tale. Two friends, Chad Hurley and Steve Chen, started a company in a garage to tackle an issue they were grappling with personally: how to share home videos online. They maxed out Mr. Chen's credit card on business expenses before a financier bankrolled them. They built a huge consumer following under the noses of richer, better-known companies with vastly larger payrolls. The young company burst forth as the dominant player.

But for every Apple Computer Inc. or Google Inc., Silicon Valley's history is filled with dozens of hot startups that gained 15 minutes of fame but couldn't sustain their brief success. YouTube's executives, including some alumni of Internet flameouts, are now furiously planning strategy and making deals to sustain their upward arc.

YouTube's 29-year-old chief executive, Mr. Hurley, and its 27-year-old chief technology officer, Mr. Chen, see two big challenges. The first is to figure out how to make money. The second is to address concerns of copyright holders that many of their TV and movie clips, music videos and songs are available through YouTube without permission.

[Chad Hurley]Messrs. Hurley and Chen, who worked together at eBay Inc.'s PayPal electronic-payment unit, are trying to tackle both issues with a major stroke. They're quietly building an online-ad system with Google-scale ambitions, which they intend to use to entice producers to post their best videos on YouTube. When the system rolls out later this year, YouTube will share revenue from ads that appear alongside some videos with the producers of those videos. Messrs. Hurley and Chen hope that Hollywood will come to see YouTube much as it now views network TV: a legitimate means of distributing content with revenue and promotional payoff.

With stepped-up ad sales, YouTube could become a bigger target for lawsuits. While much of its content consists of home-shot videos, critics say the most-viewed items often involve some type of copyright infringement. On a recent day, top-viewed videos included clips from "Today" and "The Daily Show," a shaky "Radiohead" concert video and World Cup soccer highlights recorded from TV.

YouTube says it removes clips when content owners request it, under a procedure outlined in the Digital

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Millennium Copyright Act of 1998. In some cases, copyright owners such as TV producers put the clips on its site themselves in order to generate buzz or to test ideas.

NBC has been among the media companies most actively requesting YouTube to take down videos that users have uploaded without permission. With today's agreement, NBC seeks to promote its shows to YouTube's audience while getting assurances that material it doesn't want on the site will be removed. "YouTube has done their work on protecting copyright and we have assurances from them they will continue to do so," says NBC Universal Television Group Chief Marketing Officer John Miller. "They are a bright light, they have a lot of traffic," he adds.

Based in San Mateo, Calif., YouTube got its start in February 2005, after a dinner party attended by Mr. Hurley, who studied design in college and sports shoulder-length hair, and Mr. Chen, a Taiwan-born engineer with small hoops in each ear. They took videos of the party, but grew frustrated when they tried to share the footage with friends. They set out to build an online service that would let them do just that. At the time, Mr. Chen was still working at PayPal. Mr. Hurley, who had designed PayPal's current logo during his 1999 job interview there, was doing consulting work.

They set up shop in Mr. Hurley's Menlo Park garage. In May 2005, they released a test version of the site on the Web with no marketing. Early videos available prominently featured Mr. Chen's cat, P.J.

Building a Following

The site quickly built up a following. It stood out from the growing corps of online video services, including an offering from Google, for its simplicity. YouTube serves up videos from its Web site directly or from other sites where people insert them, generally not requiring users to download any special software. To accomplish this technical feat, YouTube drew on open-source software and wrote its own code. The service can handle about 110 video formats and 64 audio formats used by digital photo and video cameras and cellphones.

It also let consumers display its videos on other sites, such as blogs or personal pages on News Corp.'s popular MySpace social networking service. Users could easily upload the video and email links to YouTube videos to each other. The influential techie site Slashdot's mention of YouTube helped boost traffic.

After seeing Mr. Chen at a party last summer, former PayPal Chief Financial Officer Roelof Botha put some clips from his honeymoon in Italy on the site. Now a partner at venture-capital firm Sequoia Capital -- known for backing Apple, Cisco, Google and Yahoo, among others -- Mr. Botha invited the YouTube co-founders to his office in mid-August. Mr. Botha says that their project shares a key attribute with some of those tech legends: "building something for a personal need that winds up being universally useful."

By September, users were viewing YouTube videos more than a million times a day. Plotting strategy with Mr. Botha in October, the YouTube founders still believed their main business opportunity involved individuals sharing home videos. The next month, they announced Sequoia had injected \$3.5 million to help finance the company.

But it started becoming clear to YouTube that users were sharing more than just their own videos, and viewership stretched far beyond circles of friends. By the time of the site's official public release on Dec. 15, consumers were viewing YouTube videos more than three million times daily. Millions of users had watched clips starring Brazilian soccer star Ronaldinho posted by sneaker giant Nike Inc. A few days later, someone posted to YouTube a skit from NBC's "Saturday Night Live" dubbed "Lazy Sunday," featuring two grown men rapping about cupcakes, red licorice candy and "The Chronicles of Narnia" film.

After it turned up among user favorites on the site, Mr. Hurley on Dec. 28 emailed a contact at NBC. He asked whether NBC had provided the clip itself, and volunteered to remove it from YouTube if the video had been shared without NBC's permission. The NBC staffer replied that he didn't know the answer, but would look into it, Mr. Hurley says.

Consumers viewed "Lazy Sunday" six million times before NBC on Feb. 3 contacted YouTube to request that it be removed, along with hundreds of other clips including Jay Leno monologues and video from the Winter Olympics.

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Run-In With MySpace

YouTube's rising popularity led to run-ins with others. In December, MySpace blocked users from playing YouTube videos on their MySpace pages. Consumer outcry followed and MySpace activated the YouTube feature again. A News Corp. executive later said MySpace was concerned that the YouTube videos contained porn, and only reactivated them once YouTube had given it assurances about porn filtering. (YouTube says it removes any pornography after users point it out.) Shortly after the incident, MySpace released its own video service to compete with YouTube.

As YouTube users began complaining that the system was slowing, the company spent more on technology. In January, it began displaying limited advertising to help offset its rising costs for computer equipment and telecom lines. Mr. Chen predicts YouTube will open one new data center with computers to run its service each month this year.

Thanks partly to its use on MySpace and the Saturday Night Live clip, YouTube quickly became a cultural phenomenon. Amateur video enthusiasts created their own video tributes to "Lazy Sunday" that they titled "Lazy Monday" and "Lazy Muncie." Videos of young people, including two Chinese students, hamming it up in front of Webcams while lip synching to popular songs were viewed millions of times.

[Eye Catching] Along the way, the entertainment world began exploring how it might benefit from YouTube's audience. The Weinstein Co., a movie company run by producers Bob and Harvey Weinstein, in April premiered the first eight minutes of the film "Lucky Number Slevin" on YouTube. Viacom Inc.'s Paramount Vantage movie unit last Friday posted exclusively on YouTube an 83-second animated clip poking fun at Al Gore to promote its "An Inconvenient Truth" film. By midday yesterday, it had been viewed nearly 600,000 times. "As a marketer you almost can't find a better place than YouTube to promote your movie," says Andrew Lin, vice president for interactive marketing at Paramount Vantage. Viacom owns YouTube rival film.

Still, there were bumps. C-SPAN asked YouTube to take down popular clips of an appearance by television personality Stephen Colbert at the White House Correspondents' Association dinner in April. C-SPAN distributed the clips free through Google's video service.

Some top tech and entertainment executives have lambasted the company -- while others have showed grudging admiration. Microsoft Corp. Chairman Bill Gates in May told attendees of The Wall Street Journal's "D" technology conference that, given the copyright issues and the lack of a clear path to profitability, his company would be "in a lot of trouble" if it did what YouTube has. But he also acknowledged spending time on the site. "I saw a bunch of old Harlem Globetrotters movies up there the other night. It's great," he said.

Google and other YouTube competitors also stepped up their games. Google simplified its video-upload interface to match what YouTube had been offering. Yahoo this month upgraded its video service to allow consumers to submit videos directly to it, competing more squarely with YouTube.

Rumors have circulated in recent months that some major media companies have expressed interest in buying YouTube. In response Mr. Hurley says the company is not for sale. He says an initial public offering in the future is a possibility.

The YouTube co-founders decline to provide many specific details of the ad system they expect to gradually begin rolling out next month. But they say they're not fond of commercials that play before a user can watch a video, known in the industry as "pre-rolls." YouTube recently hired Yahoo sales executive Tony Nethercutt to build its sales team.

Submission by Cellphone

Consumers can now submit videos from their mobile phones, and Messrs. Chen and Hurley say they one day should be able to view YouTube clips on phones and other devices. They say they'll potentially expand beyond video to audio and other content.

For now, YouTube remains by far the most-visited video site on the Web. It attracted more than 20 million U.S. users in May, compared with 11.1 million for Microsoft's MSN Video and around seven million for both

MySpace's video site and Google Video, according to research firm NetRatings Inc. YouTube says behavior indicates that users are most interested in viewing clips three minutes or shorter.

"We're at the fork in the road where Google was at maybe four or five years ago before they rolled out" their current ad model, says Mr. Chen.

A big question is whether more advertising and promotions will drive away some users who like the site's edgy feeling. Consumers spoke up earlier this year when YouTube's home page began to highlight in yellow links to videos from official content partners, questioning the preferential treatment. In response, YouTube quickly removed the yellow highlighting from the page.

Write to Kevin J. Delaney at kevin.delaney@wsj.com

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(2) <mailto:kevin.delaney@wsj.com>

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My YouTube Video Pick of the Week: Underground Robot

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**WARNER MUSIC GROUP AND YOUTUBE ANNOUNCE
LANDMARK VIDEO DISTRIBUTION AND REVENUE
PARTNERSHIP**

Warner Music Group Becomes the First Media Company to Embrace Power of User-Generated Content

YouTube to Deliver Innovative New Architecture to Help Media Companies Harness the Financial Potential of User-Generated Content

NEW YORK, NY and SAN MATEO, Calif. – September 18, 2006 – YouTube, Inc., a consumer media company for people to watch and share original videos through a Web experience, and Warner Music Group Corp. (NYSE: WMG), one of the world's leading global music companies, today announced an agreement to distribute on YouTube the library of music videos from WMG's world-renowned roster of artists as well as behind-the-scenes footage, artist interviews, original programming and other special content. In a first-of-its-kind arrangement, YouTube users will be able to incorporate music from WMG's recorded music catalog into the videos they create and upload onto YouTube.

WMG thus becomes the first music company to harness YouTube's leading video entertainment service to commercially distribute its music video catalog. More importantly, it becomes the first global media company to broadly embrace the power and creativity of user-generated content through a wide-ranging agreement with the category leader, enabling its artists to connect with a vast new audience in an entirely new way. WMG will have the opportunity to authorize the use of its content by the YouTube community by taking advantage of YouTube's advanced content identification and royalty reporting system, set for release by the end of the year. YouTube and WMG will share revenue from advertising on both WMG music videos and user uploaded videos that incorporate audio and audiovisual works from WMG's catalog.

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WMG's music video library and special artist content will be made available simultaneously with the launch of YouTube's content identification and royalty reporting system.

"Partnering with Warner Music Group is one of the most significant milestones for our company and our community, and shifts the paradigm in this new media movement," said Chad Hurley, CEO and Co-Founder of YouTube. "By providing a new distribution opportunity, we are paving the way for media companies to harness the vast financial potential of user-generated content on YouTube. We are thrilled that WMG had the vision to be the first music company, in partnership with its artists, to support the use of their content within user videos and to allow our community to interact with WMG music in new creative ways."

Edgar Bronfman, Jr., Chairman and CEO of Warner Music Group, said, "Technology is changing entertainment, and Warner Music is embracing that innovation. Consumer-empowering destinations like YouTube have created a two-way dialogue that will transform entertainment and media forever. As user-generated content becomes more prevalent, this kind of partnership will allow music fans to celebrate the music of their favorite artists, enable artists to reach consumers in new ways, and ensure that copyright holders and artists are fairly compensated."

Alex Zubillaga, Executive Vice President, Digital Strategy and Business Development for Warner Music Group, said, "Innovation is one of our guiding principles. That's why we've worked with innovation leader YouTube for many months now to develop this pioneering partnership. This agreement establishes a model by which content companies can transform consumers' creativity into a legitimate commercial enterprise that will benefit fans, artists and copyright holders. We commend Chad and the YouTube team for their commitment to creating a framework in which the needs of their users and rights of copyright holders can coexist in a mutually beneficial environment. We look forward to partnering with them to offer this powerful distribution platform to our artists and their fans."

Allowing the Audience to Communicate and Interact with their Favorite Artists

WMG, one of the world's largest music companies and parent company to record labels including Atlantic, Warner Bros., Asylum, Bad Boy, Cordless, East West, Nonesuch, Reprise, Rhino, Rykodisc, Sire and Word, among others, will make available its entire video catalog cleared for Internet use to YouTube in order for their artists to reach and interact with a new audience while enhancing the entertainment experience on YouTube. YouTube and WMG expect artists to embrace this new opportunity to reach a vast new audience to promote and distribute their music. With this agreement, WMG also enhances its ability to act responsibly on

behalf of its artists and to request the removal of copyrighted content from YouTube when an artist elects to remove it. However, with the new content identification and royalty reporting and tracking system, WMG plans to identify and locate WMG content with the intention of enabling consumers to continue to interact with and enjoy the works of their favorite artists on YouTube.

YouTube Advanced Content Identification and Reporting Architecture to be Delivered by End of Year

By the end of the year, professional content creators, including record labels, TV networks and movie studios, will have the opportunity to authorize the use of their content within the YouTube community by taking advantage of YouTube's new content identification and royalty reporting system.

YouTube has been actively working on the operational details and building the infrastructure for this innovative new framework which includes royalty tracking and reporting, and a sophisticated content identification system. This new architecture will offer media companies the following:

- Sophisticated copyright identification tools to help identify their content on the site;
- Automated audio identification technology to locate their works within user videos on the site;
- The opportunity to authorize and monetize the use of their works within the user-generated content on the site;
- Reporting and tracking systems for royalties, etc.

About Warner Music Group

Warner Music Group became the only stand-alone music company to be publicly traded in the United States in May 2005. With its broad roster of new stars and legendary artists, Warner Music Group is home to a collection of the best-known record labels in the music industry including Atlantic, Bad Boy, Elektra, Lava, Maverick, Nonesuch, Reprise, Rhino, Rykodisc, Sire, Warner Bros. and Word. Warner Music International, a leading company in national and international repertoire, operates through numerous international affiliates and licensees in more than 50 countries. Warner Music Group also includes Warner/Chappell Music, one of the world's leading music publishers.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 11900 Olympic Boulevard, Suite 730, Los Angeles, California 90064.

On October 17, 2012 I served the following document(s) described as:

(1) *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND AN ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

(2) REQUEST FOR JUDICIAL NOTICE

(3) DECLARATIONS OF CINDY LEE GARCIA, DAN SUTTER, GAYLORD FLYNN, DR. KHALED ABOU EL FADL, ALL IN SUPPORT OF *EX PARTE* APPLICATION

(4) DECLARATION OF DAVID HARDY IN SUPPORT OF *EX PARTE* APPLICATION

(5) DECLARATION OF M. CRIS ARMENTA IN SUPPORT OF *EX PARTE* APPLICATION

(6) DECLARATION OF ZAHAVAH LEVINE IN SUPPORT OF *EX PARTE* APPLICATION

(7) [PROPOSED] ORDER GRANTING PLAINTIFF'S *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER, ISSUANCE OF ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

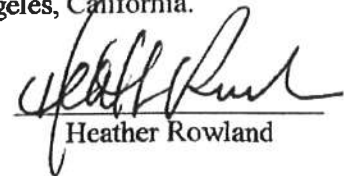
1 on the interested parties in this action by placing true copies thereof addressed as follows:

2 Timothy L. Alger
3 Sunita Bali
4 Perkins Coie LLP
5 3150 Porter Drive
6 Palo Alto, CA 94304-1212
7 TAlger@perkinscoie.com
8 sbali@perkinscoie.com

9 ☒ BY ELECTRONIC MAIL, pursuant to the consent of the above counsel

10 I declare under penalty of perjury under the law of the State of California that the above is true and
11 correct and that I am employed in the office of a member of the Bar of this Court at whose
12 direction the service was made.

13 Executed on October 17, 2012 in Los Angeles, California.

14 
15 Heather Rowland

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 1511 West Beverly Blvd, Los Angeles, California 90026.

On _____ I served the following document(s) described as:

(1) *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND AN ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

(2) REQUEST FOR JUDICIAL NOTICE

(3) DECLARATIONS OF CINDY LEE GARCIA, DAN SUTTER, GAYLORD FLYNN, DR. KHALED ABOU EL FADL, ALL IN SUPPORT OF *EX PARTE* APPLICATION

(4) DECLARATION OF DAVID HARDY IN SUPPORT OF *EX PARTE* APPLICATION

(5) DECLARATION OF M. CRIS ARMENTA IN SUPPORT OF *EX PARTE* APPLICATION

(6) DECLARATION OF ZAHAVAH LEVINE IN SUPPORT OF *EX PARTE* APPLICATION

(7) [PROPOSED] ORDER GRANTING PLAINTIFF'S *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER, ISSUANCE OF ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Nakoula B. Nakoula
c/o
Los Angeles County Sheriff's Department
Stanley Mosk Courthouse
110 North Grand Avenue Room 525
Los Angeles, 90012

☐ **PERSONAL SERVICE:** On _____ I served the foregoing documents listed above by personally handing them to _____

I declare under penalty of perjury under the law of the United States of America that the above is true and correct and that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on _____ in Los Angeles, California.

PROOF OF SERVICE

1 M. Cris Armenta (SBN 177403)
2 THE ARMENTA LAW FIRM APC
3 11900 W. Olympic Boulevard, Suite 730
4 Los Angeles, CA 90064
5 Tel: (310) 826-2826 x 108
6 Facsimile: (310) 826-5456
7 Email: cris@crisarmenta.com

8 Credence E. Sol (SBN 219784)
9 La Garenne
10 86300 Chauvigny
11 France
12 Telephone: 06 74 90 22 08
13 credence.sol@sol-law.com

14 Attorneys for Plaintiff
15 Cindy Lee Garcia

16 UNITED STATES DISTRICT COURT
17 FOR THE CENTRAL DISTRICT OF CALIFORNIA

18 CINDY LEE GARCIA, an individual,
19 Plaintiff,

20 vs.

21 NAKOULA BASSELEY
22 NAKOULA, an individual also
23 known as SAM BACILE, MARK
24 BASSELEY YOUSSEF,
25 ABANOB BASSELEY
26 NAKOULA, MATTHEW
27 NEKOLA, AHMED HAMDY,
28 AMAL NADA, DANIEL K.
29 CARESMAN, KRITBAG
30 DIFRAT, SOBHI BUSHRA,
31 ROBERT BACILY, NICOLA
32 BACILY, THOMAS J. TANAS,
33 ERWIN SALAMEH, YOUSSEFF
34 M. BASSELEY, and/or MALID
35 AHLAWI; GOOGLE, INC., a
36 Delaware Corporation;
37 YOUTUBE, LLC, a California
38 limited liability company, and
39 DOES 1 through 10, inclusive.

40 Defendants.

Case No. CV12-8315-MWF-(VBKx)

**DECLARATION OF DAVID
HARDY IN SUPPORT OF EX
PARTE APPLICATION**

DECLARATION

ER407

DECLARATION OF DAVID HARDY

I, David E. Hardy, declare:

1. If called as witness, I could and would testify completely as follows:

2. I am the President of DMCA Solutions, LLC ("DMCA Solutions"), a Rhode Island limited liability company that provides managed online anti-piracy strategies and solutions for protecting and enforcing copyrighted content, such as films, videos, digital music and games, software, images, and written and recorded content, and for trademark owners whose products are being counterfeited and sold online. DMCA Solutions regularly acts as an agent on behalf of copyright owners and persons with legal rights to request that infringing content be "taken down" or disabled from YouTube or other online service providers ("OSPs") such as other search engines, Internet service providers, online forums, e-commerce sites, etc., pursuant to the Digital Millennium Copyright Act (the "DMCA"). DMCA Solutions has issued over thirty thousand "takedown notices" to OSPs, including, among others, YouTube, and I am familiar with the procedures that YouTube normally follows when it receives a takedown notice that is compliant with the provisions of the DMCA.

3. DMCA Solutions is the appointed DMCA takedown agent for Plaintiff Cindy Lee Garcia, and has been authorized to contact and deliver takedown notices to OSPs that display or facilitate the unauthorized copying and display of content on webpages ("URLs") that infringe on Ms. Garcia's copyright interests.

4. In the experience of DMCA Solutions, YouTube's typical response to an initial takedown notice in order to benefit from the DMCA's "safe harbor" provision against liability for copyright infringement is: (1) first, immediately send back by return email an automatic notice advising the takedown notice

DAVID E. HARDY DECLARATION

ER408

1 sender that the takedown notice has been received ("Acknowledgement of
2 Takedown Notice"); (2) second, the expeditious removal or disabling of the
3 allegedly infringing content, (in some cases YouTube and other OSPs may
4 timely request additional information regarding the takedown request and the
5 alleged copyright holder prior to taking-down or disabling the infringing URLs
6 indicated in the takedown notice); and (3) third, after taking-down or disabling
7 the claimed infringing content, YouTube notifies the party or parties that
8 posted the claimed infringing URL(s) on YouTube that his, her or its content
9 has been taken-down or disabled pursuant to a DMCA takedown request, and
10 provides the posting party or parties an opportunity to contact YouTube and
11 give any explanation as to why they believe the content they posted does not
12 infringe a valid copyright. In this particular case, the response of YouTube to
13 Plaintiff Garcia's takedown notice has been highly unusual and differed
14 markedly from the other numerous experiences DMCA Solutions has had with
15 YouTube and Google with respect to DMCA takedown notices.

16 5. With respect to Plaintiff Garcia's rights, DMCA on September 24, 2012,
17 initially provided five separate takedown notices to YouTube each indicating
18 numerous claimed infringing URLs to be taken-down or disabled. They are
19 each attached as Exhibit A to this Declaration.

20 6. DMCA Solutions immediately received by automatic return email the typical
21 Acknowledgment of Takedown Notices in response to takedown notices #1-5.
22 These are attached hereto as Exhibit B. YouTube's Acknowledgements were
23 emailed to DMCA Solutions on the September 24, 2012, immediately after the
24 takedown notices #1-5 were emailed to the designated DMCA copyright agent
25 for YouTube.

26 7. On September 25, 2012, YouTube by email responded separately to DMCA
27 Solutions' takedown notices #1-5 stating in each such response:

28 *"Hi there,*

1
2 *Based upon the information you provided, we are unable to process*
3 *your notification.*

4 *In your notification, you identified the work allegedly infringed as*
5 *"Cindy Lee Garcia's audio-visual dramatic performance," but based upon*
6 *that description, the copyright interest claimed by Ms. Garcia in the content at*
7 *issue is unclear. In order to process your notification, we will need further*
8 *information about the specific copyright interest in this content that is*
9 *allegedly owned by Ms. Garcia. Please include as much detail as possible so*
10 *that we can evaluate your request. "*

11 These five separate responses are attached as Exhibit C (and are referred to
12 hereafter collectively as "YouTube's First Substantive Inquiry")

- 13 8. In response, on September 26, 2012, I emailed to YouTube, in five separate
14 emails, each corresponding to YouTube's reference numbers with respect to
15 takedown notices #1-5, a detailed substantive response explaining Plaintiff
16 Garcia's copyright interests ("Garcia's Substantive Response"). Garcia's
17 Substantive Response is attached hereto as Exhibit D, and states the following:

18 *Dear YouTube,*

19 *Thank you for the response to our DMCA Takedown Request,*
20 *referenced above. You indicated that "the copyright interest claimed by Ms.*
21 *Garcia in the content at issue is unclear." You also indicated that you "need*
22 *further information about the specific copyright interest that is allegedly*
23 *owned by Ms. Garcia." This letter responds to your inquiry, with respect to*
24 *all five DMCA Takedown Request referenced above:*

25 *Individual performances in film are copyrightable. Fleet v. CBS, Inc.,*
26 *50 Cal. Ap. 4th 1911, 1919 (1996). Indeed, the California Court of Appeal*
27 *has held that state law claims of actors whose rights are misappropriated are*
28 *preempted by federal copyright law. Id.*

1
2 Section 102 of the Copyright Act, by its express terms, protects
3 "original works of authorship fixed in any tangible medium of express . . .
4 from which they can be perceived, reproduced, or otherwise communicated,
5 either directly or with the aid of a machine or device." 17 U.S.C. sec. 102(a).
6 See *Fleet*, at 1919. "A 'work of authorship' is specifically defined to include
7 'dramatic works.'" *Id.* (quoting 17 U.S.C. sec. 102(a)(3). "A work is fixed in
8 a tangible medium of express 'when its embodiment in a copy or phonorecord,
9 by or under the authority of the author, is sufficiently permanent or stable to
10 permit it to be perceived, reproduced or otherwise communicated for a period
11 of more than transitory duration." *Fleet*, at 1919 (citing and quoting 17
12 U.S.C. sec. 101.)

13 "There can be no question that, once appellant's performances were put
14 in film, they became 'dramatic work[s]' 'fixed in [a] tangible medium of
15 expression' that could be perceived, reproduced, or otherwise communicated'
16 through 'the aid of a machine or device.'" *Fleet*, at 1919 (citing and quoting
17 17 U.S.C. sec. 102(a).) The California Court of Appeal has held that once the
18 actors' dramatic performances were fixed to film "the performances came
19 within the scope or subject matter of copyright law protection." *Fleet*, at
20 1920. Dramatic performances, are of course, distinct from where a celebrity
21 has merely had his picture taken, as that person is not engaged in a "dramatic
22 work" within the meaning of the Copyright Act. *Id.* In the *Fleet* case, the
23 court held that "[t]here can be no dispute that appellants' performances [in
24 film] were 'dramatic works' produced through creative input and meet the
25 statutory definition of 'works of authorship.'" *Id.* at 1922-1923.

26 Of course, where the actor has relinquished his or her rights through
27 agreement, then the actor no longer holds the copyright interest. See *Fleet* at
28 1923 (explaining that per a written agreement, the producer of the film *The*

1 Commitments owned the rights to James Brown's musical performance used in
2 the film). In this case, Ms. Garcia has not relinquished her rights to her
3 "dramatic performance." Enclosed is the Form PA, her application for
4 copyright registration, filed yesterday with the United States Copyright Office.
5 Please note that in the Application itself, Ms. Garcia has certified that the
6 facts contained in it are true under United States law. I invite your attention
7 to Section 4, in which Ms. Garcia certified that she "did not sign any work for
8 hire agreement nor a release or relinquishment of her rights when she acted in
9 "Desert Warrior." This is sufficient evidence for YouTube to have evidence
10 that Ms. Garcia has retained rights in her dramatic performance, even if that
11 property has now been renamed "Innocence of Muslims. *Rooney v. Columbia*
12 *Pictures Industries, Inc.*, 538 F. Supp. 211 (S.D.N.Y. 1982) (contracts signed
13 by actor Mickey Rooney broad enough to transfer his rights in his pre-1960
14 film performances); *Muller v. Walt Disney Productions*, 871 F. Supp. 678
15 (S.D.N.Y. 1994) (conductor in Walt Disney's *Fantasia* gave up all rights in his
16 performance).

17 In addition, Ms. Garcia's dramatic performance was not a work-for-
18 hire. She was never an employee of Sam Bacile, the producer, nor any other
19 person or company when delivering her performance for "Desert Warrior."
20 She was not a salaried employee and no writing exists in which she stated that
21 her performance was a work-for-hire. See, e.g., *Dommas v. Gommerman*, 865
22 F.2d 1093 (9th Cir. 1989) (artist retained all rights because not a salaried
23 employee and no writing evidencing work-for-hire, therefore, artist owned
24 copyright interests). Nevertheless, Sam Bacile has posted her performance on
25 YouTube, as have other posters, without her permission. Accordingly, all
26 posters are liable for copyright infringement."

- 27 9. By October 2, 2012, six days after I had emailed Garcia's Substantive
28 Response to YouTube, I had still not received any response to Garcia's

1 Substantive Response. On the afternoon of October 2, 2012, I finally received
2 a single email response from YouTube (the "YouTube's Second Inquiry
3 Response"). The receipt of this Second Inquiry Response, six days after I had
4 provided YouTube with Garcia's Substantive Response, was a dramatic
5 variation from YouTube's usual protocols and timely response and takedown
6 of claimed infringing content. YouTube's Second Inquiry Response stated the
7 following:

8 *"Dear Mr. Hardy:*

9 *Thank you for your reply on behalf of Ms. Garcia, dated September 26,*
10 *2012. As all of your DMCA submissions apparently relate to the same film*
11 *(known as Innocence of Muslims), this letter addresses all of the notifications*
12 *identified by the reference numbers above.*

13 *While we appreciate your ongoing communication with YouTube, the*
14 *nature of Ms. Garcia's claim to a copyright interest remains unclear. We*
15 *need to understand Ms. Garcia's claim to ownership before we can determine*
16 *how to handle your requests.*

17 *We hope you will help us by answering the following question: What*
18 *specifically is the copyrighted work at issue? You identified the work*
19 *allegedly infringed as "Cindy Lee Garcia's audio-visual dramatic*
20 *performance," and now state in your letter, "Individual performances in film*
21 *are copyrightable." However, in the copyright registration you appended to*
22 *your letter, Ms. Garcia described the registered work as an "audio-visual*
23 *work," elaborating that the audiovisual work "pertain[s] to [her] dramatic*
24 *performance." (emphasis added). Moreover, your letter and appended*
25 *copyright registration mention two film titles - Desert Warrior and Innocence*
26 *of Muslims."*

27 YouTube's Second Inquiry Response was received in a consolidated fashion,
28 referring to each of the previously sent takedown notices. By October 2, 2012,

1 DMCA Solutions had issued two additional takedown notices on behalf of Ms.
2 Garcia, for a total of seven.

3 10.I then provided YouTube on October 3, 2012, *another substantive response* to
4 YouTube's Second Inquiry Response (Garcia's Second Substantive
5 Response"). Plaintiff Garcia's Second Substantive Response is attached
6 hereto as Exhibit E and reads as follows:

7 *"Dear YouTube Copyright Takedown Agent:*

8 *We are in receipt of your communication dated October 2, 2012.*

9 *It appears that your communications are simply designed at this point to*
10 *prolong the takedown of the specifically identified URL's pertaining to*
11 *"Innocence of Muslims" in order to generate more views on a film that has*
12 *"gone viral" worldwide and to enhance YouTube's view counts and revenues,*
13 *at the expense of Ms. Garcia's copyright interests, and in this particular case,*
14 *the lives of each actor that now has a "fatwa" issued against them. We noticed*
15 *with interest the comments of Chairman Eric Schmidt at the Seoul conference*
16 *last week in which he took a public stance that the "video will stay up."*

17 *It appears that YouTube is actively engaged in content-filtering because*
18 *other videos with the same particularities, which have not generated the same*
19 *amount of views (i.e. revenue to YouTube) have been removed swiftly pursuant*
20 *to the DMCA takedown procedures.*

21 *In order to provide you greater clarity again and to permit YouTube to*
22 *attempt to avail itself of the safe harbor provisions under the DMCA*
23 *(although, at this point, we believe that YouTube has already stepped*
24 *decidedly outside the safe harbor), note the following:*

25 1. *Ms. Garcia delivered a dramatic performance in a film entitled*
26 *"Desert Warrior." She owns the copyright to her dramatic performance*
27 *rendered in that film, "at the point" it was committed to a tangible medium.*

28 2. *Ms. Garcia did not sign a release or a work-for-hire agreement,*

1 *and as such, her copyrighted interests in her dramatic performance remain*
2 *with her.*

3 3. *Ms. Garcia's dramatic performances that she delivered in*
4 *"Desert Warrior" appears in the trailer "Innocence of Muslims" between*
5 *9:03- and 9:17. Just as a musician can object to the use of his or her music in*
6 *a film trailer to which he or she did not consent, Ms. Garcia has the right to*
7 *object to the reproduction or publication of her copyrighted dramatic*
8 *performance.*

9 4. *In the United States an actor, performer or musician, retains their*
10 *rights in their performance until and unless it is released, relinquished or*
11 *waived. You may want to consider the recently passed Audio Visual*
12 *Performance Treaty, signed on to by 44 countries in Beijing, China in July of*
13 *2012. In connection with the promotion of that international treaty, the United*
14 *States issued the following statement and "fact sheet." "Under U.S. law,*
15 *actors and musicians are considered to be 'authors' of their performances*
16 *providing them with copyright rights." This is consistent with the United*
17 *States Copyright Act, and the case law within the Ninth Circuit. See Fleet, 50*
18 *Cal. App. 4th 1611 (1996); Jules Jordan Video v. 144942 Canada Inc., 617*
19 *f.3d 1146 (9th Cir. 2010); Laws v. Sony Music Entertainment, Inc., 448 F.3d*
20 *134 (9th Cir. 2005).*

21 5. *Ms. Garcia's dramatic performance was not a work-for-hire*
22 *under 17 U.S.C. Sec. 101 because she was neither an employee, nor does there*
23 *exist a written instrument making the work for hire.*

24 6. *There is no lack of clarity as to Ms. Garcia's copyright interests.*
25 *See Jules Jordan Video, supra.*

26 7. *It would be no different if, for instance, Angelina Jolie acted in*
27 *one film, and that footage was taken, without her permission, assignment or*
28 *waiver, to be inserted in a completely different film. She, or original assignee,*

1 *would have the power to stop the subsequent copyright infringement. The fact*
2 *that YouTube is feigning ignorance of this basic tenet of copyright law is, at*
3 *this point, stunning, particularly given that we have copied your lead trial*
4 *counsel at all times on all communications.*

5 8. *We believe that YouTube's failure to have "expeditiously" taken*
6 *down or disabled the content to date after receipt of the initial takedown*
7 *notices on September 25, 2012 is in extraordinarily bad faith and is causing*
8 *Ms. Garcia continued harm.*

9 9. *Ms. Garcia's attorneys have already filed a federal copyright*
10 *lawsuit against YouTube, Google and the producer of the film, and have*
11 *advised me that they will act quickly to enforce Ms. Garcia's rights, seeking*
12 *statutory damages or the actual damages caused to Ms. Garcia.*

13 10. *As you know, YouTube ordinarily takes down allegedly infringing*
14 *content within minutes using its automated system or within 24 hours in other*
15 *cases. The fact that YouTube has not followed its own internal protocols in this*
16 *particular situation speaks to YouTube and Google's bad faith, and its clear*
17 *desire to attempt to generate more views and hits to the infringing content.*

18 11. *The specific URL's have been identified.*

19 *We have been informed by Ms. Garcia's attorneys that unless the URLs*
20 *identified in our previous takedown requests (referenced above) are taken*
21 *down by 2:00 p.m. Pacific Standard Time today, they will use every available*
22 *legal remedy at their disposal on behalf of Ms. Garcia to force YouTube and*
23 *Google to cease and desist from infringing her copyright interest.*

24 11. Later on October 3, 2012, YouTube issued what appears to be its final
25 response, with respect to Ms. Garcia's takedown notices #1-7 ("YouTube's
26 Final Response"), which reads as follows:

27 *"Dear Mr. Hardy,*

28 *Based upon the information you have provided, we do not believe that*

1 *Ms. Garcia has an enforceable copyright interest in the content. Because of*
2 *that, we will not remove the content from YouTube."*

3 12. The chain of events and response and the conduct of YouTube differs
4 dramatically from its typical DMCA takedown notice protocol both in the
5 substantial delay in YouTube's ultimate response (eight days from the initial
6 submission of takedown notices #1-5), and in the nature of that ultimate
7 response. Instead of taking-down or disabling the content upon receipt of
8 takedown notices compliant with the provisions of the DMCA and notifying
9 the parties posting the claimed infringing content on YouTube and giving
10 them opportunity to contest the take-down as provided under the DMCA,
11 YouTube contested, on its own, Plaintiff Garcia's claimed copyright interest,
12 presumably without ever contacting either the original YouTube poster of the
13 movie trailer, Sam Bacile, or any of the multitude of other parties who copied
14 and reposted the movie trailer as identified in the URLs specifically set forth
15 in Ms. Garcia's takedown notices #1-7, and summarily concluded on its own
16 that Plaintiff Garcia had no copyright interest in the content. YouTube then
17 stated that it was refusing to take-down or disable the claimed infringing URLs
18 specified in Plaintiff Garcia's takedown notices #1-7.

19 13. Attached as Exhibit F is YouTube's communication, finally stating that it
20 will not disable or remove the content.

21 14. I am the President of DMCA Solutions, LLC, the appointed DMCA
22 takedown agent for plaintiff.
23
24
25
26
27
28

1 I declare under penalty of perjury under the laws of the United States of
2 America that the foregoing is true and correct.

3 Executed on this 7th day of October, 2012, at Auburn, Massachusetts.
4
5

6 
7
8

9 _____
10 David E. Hardy
11
12
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16
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24
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27
28

DAVID E. HARDY DECLARATION

ER418

EXHIBIT A

ER419

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Monday, September 24, 2012 12:56 PM
To: debratucker@google.com; copyright@google.com
Cc: Cris Armenta
Subject: DMCA Takedown Request
Attachments: YouTube-Google Takedown Notice (9-24-12).pdf

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as "*The Innocence of the Muslims*" that have been posted on YouTube.

I am also faxing a copy of this Takedown Request to you at (650) 872-8513.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions
31 Hastings Street
Mendon, MA 01756

September 24, 2012

Sent by Facsimile & Email

YouTube, LLC
Attn: Debra Tucker, Designated Agent
901 Cherry Avenue
San Bruno, CA
Fax: (650) 872-8513
Email: debratucker@google.com
Email: copyright@google.com

Re: YouTube DMCA Takedown Request: Copyright Infringement
Video – ***The Innocence of the Muslims***

Dear Ms. Tucker:

DMCA Solutions, LLC, acting as agent on behalf of copyright holder Cindy Lee Garcia for the purposes of filing this Takedown Request, hereby submits the following:

What is the Issue:

Copyright Infringement: Cindy Lee Garcia, an actress, has an original copyright that remains vested in her in her audio-visual dramatic performance in a film in which her performance has been altered and adulterated without her consent and posted on YouTube, infringing her copyright.

Copyright Infringement: Who is Affected

Cindy Lee Garcia, the copyright owner

Identification of the Copyrighted Work Claimed to have been Infringed:

Cindy Lee Garcia's audio-visual dramatic performance in a film originally titled *The Desert Warrior* but altered without her consent and posted on YouTube under the title ***The Innocence of the Muslims***.

Identification of the material that is claimed to be infringing

Video posted on YouTube under the title ***The Innocence of Muslims*** but originally titled *The Desert Warrior*

URLs of the Offending Video:

<http://www.youtube.com/watch?v=1nW54iK-7Cs&feature=fvvr>

http://www.youtube.com/watch?v=2Q_tD0BGhy4

http://www.youtube.com/watch?v=fBDTS_YAWyI

ER421

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

<http://www.youtube.com/watch?v=ffVBdyU5ONQ&feature=related>

<http://www.youtube.com/watch?v=FteusCTGO3M>

<http://www.youtube.com/watch?v=HWHajR9IMME>

<http://www.youtube.com/watch?v=i7Smzt607oE>

<http://www.youtube.com/watch?v=i7Smzt607oE&feature=fvvr>

<http://www.youtube.com/watch?v=VnYcWmcYBrw&feature=fvvr>

<http://www.youtube.com/watch?v=X6s8eFkt90Q>

<http://www.youtube.com/watch?v=XKtTIPnZ8iU>

<http://www.youtube.com/watch?v=ypz3kS75bsw>

Copyright Owner's Name: Cindy Lee Garcia

Authorized Agent: DMCA Solutions, LLC
31 Hastings Street
Mendon, MA 01756
USA
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions, LLC, has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

The information in this notification is accurate, and under penalty of perjury, DMCA Solutions, LLC, is authorized to act on behalf of Cindy Lee Garcia, the owner of an exclusive right that is infringed.

DMCA Solutions, LLC

By:



David Hardy, President

ER422

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Monday, September 24, 2012 6:47 PM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Takedown Request #2
Attachments: YouTube - Google Takedown Request #2 (9-24-12).docx

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as "*The Innocence of the Muslims*" that have been posted on YouTube.

I am also faxing a copy of this Takedown Request to you at (650) 872-8513.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions
31 Hastings Street
Mendon, MA 01756

September 24, 2012

Sent by Facsimile & Email

YouTube, LLC
Attn: Debra Tucker, Designated Agent
901 Cherry Avenue
San Bruno, CA
Fax: (650) 872-8513
Email: debratucker@google.com
Email: copyright@youtube.com

Re: YouTube DMCA Takedown Request: Copyright Infringement
Video – ***The Innocence of the Muslims*** – Takedown Request #2

Dear Ms. Tucker:

DMCA Solutions, LLC, acting as agent on behalf of copyright holder Cindy Lee Garcia for the purposes of filing this Takedown Request, hereby submits the following:

What is the Issue:

Copyright Infringement: Cindy Lee Garcia, an actress, has an original copyright that remains vested in her in her audio-visual dramatic performance in a film in which her performance has been altered and adulterated without her consent and posted on YouTube, infringing her copyright.

Copyright Infringement: Who is Affected

Cindy Lee Garcia, the copyright owner

Identification of the Copyrighted Work Claimed to have been Infringed:

Cindy Lee Garcia's audio-visual dramatic performance in a film originally titled *The Desert Warrior* but altered without her consent and posted on YouTube under the title ***The Innocence of the Muslims***.

Identification of the material that is claimed to be infringing

Video posted on YouTube under the title ***The Innocence of Muslims*** but originally titled *The Desert Warrior*

URLs of the Offending Video:

<http://www.youtube.com/watch?v=MAiOEV0v2RM>

http://www.youtube.com/watch?v=X_wTvX6-ok4

<http://www.youtube.com/watch?v=xMZcd6UY1s4>

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DMCA Solutions

31 Hastings Street
Mendon, MA 01756

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<http://www.youtube.com/watch?v=X6s8eFkt90Q>

<http://www.youtube.com/watch?v=wdw-cqjH-ZU>

<http://www.youtube.com/watch?v=oLip6P2ksd8>

http://www.youtube.com/watch?v=3dUwhPIAi_Y

<http://www.youtube.com/watch?v=PbX3Caqm960>

<http://www.youtube.com/watch?v=qmodVun16Q4>

<http://www.youtube.com/watch?v=LoBwR9KEGUc&bpctr=1348536278>

<http://www.youtube.com/watch?v=E1ggHpWXvbs>

http://www.youtube.com/watch?v=p_wRkA16SNg

<http://www.youtube.com/watch?v=PbX3Caqm960>

<http://www.youtube.com/watch?v=qmodVun16Q4>

<http://www.youtube.com/watch?v=qmodVun16Q4>

<http://www.youtube.com/watch?v=n20lbnB2XM>

<http://www.youtube.com/watch?v=XIWYZA1MqAA>

http://www.youtube.com/watch?v=SL8hW_ZZaY

<http://www.youtube.com/watch?v=8QTtKQR0PBY>

<http://www.youtube.com/watch?v=jDigtAhMeIY>

Copyright Owner's Name: Cindy Lee Garcia

Authorized Agent: DMCA Solutions, LLC
31 Hastings Street
Mendon, MA 01756
USA
(202) 350-0200
David.Hardy@DMCASolutions.com

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31 Hastings Street
Mendon, MA 01756

Page 3

DMCA Solutions, LLC, has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

The information in this notification is accurate, and under penalty of perjury, DMCA Solutions, LLC, is authorized to act on behalf of Cindy Lee Garcia, the owner of an exclusive right that is infringed.

DMCA Solutions, LLC

By:

A handwritten signature in black ink, appearing to read "David Hardy", with a large circular flourish at the end.

David Hardy, President

ER426

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Monday, September 24, 2012 7:23 PM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Takedown Request #3 (9-24-12)
Attachments: YouTube-Google Takedown Request #3 (9-24-12).docx

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as "*The Innocence of the Muslims*" that have been posted on YouTube.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

September 26, 2012

Sent by Email

YouTube, LLC
Attn: Debra Tucker, Designated Agent
901 Cherry Avenue
San Bruno, CA
Email: debratucker@google.com
Email: copyright@youtube.com

Re: Your Reference [#1124980843] YouTube DMCA Takedown Request
Video – *The Innocence of the Muslims* – Our Takedown Request #3

Dear YouTube,

Thank you for the response to our DMCA Takedown Request, referenced above. You indicated that “the copyright interest claimed by Ms. Garcia in the content at issue is unclear.” You also indicated that you “need further information about the specific copyright interest that is allegedly owned by Ms. Garcia.” This letter responds to your inquiry, with respect to all five DMCA Takedown Request referenced above:

Individual performances in film are copyrightable. Fleet v. CBS, Inc., 50 Cal. Ap. 4th 1911, 1919 (1996). Indeed, the California Court of Appeal has held that state law claims of actors whose rights are misappropriated are preempted by federal copyright law. Id.

Section 102 of the Copyright Act, by its express terms, protects “original works of authorship fixed in any tangible medium of express . . . from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.” 17 U.S.C. sec. 102(a). See Fleet, at 1919. “A ‘work of authorship’ is specifically defined to include ‘dramatic works.’” Id. (quoting 17 U.S.C. sec. 102(a)(3)). “A work is fixed in a tangible medium of express ‘when its embodiment in a copy or phonorecord, by or under the authority of the author, is sufficiently permanent or stable to permit it to be perceived, reproduced or otherwise communicated for a period of more than transitory duration.” Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 101.)

“There can be no question that, once appellant’s performances were put in film, they became ‘dramatic work[s]’ ‘fixed in [a] tangible medium of expression’ that could be perceived, reproduced, or otherwise communicated’ through ‘the aid of a machine or device.’” Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 102(a).) The California Court of Appeal has held that once the actors’ dramatic performances were fixed to film “the performances came within the scope or subject matter of copyright law protection.” Fleet, at 1920. Dramatic performances, are of course, distinct from where a celebrity has merely had his picture taken, as that person is not engaged in a “dramatic work” within the meaning of the Copyright Act. Id. In the Fleet case, the court held that “[t]here can be no dispute that appellants’ performances [in film] were ‘dramatic works’ produced through creative input and meet the statutory definition of ‘works of authorship.’” Id. at 1922-1923.

Of course, where the actor has relinquished his or her rights through agreement, then the actor no longer holds the copyright interest. See Fleet at 1923 (explaining that per a written

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Mendon, MA 01756

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agreement, the producer of the film *The Commitments* owned the rights to James Brown's musical performance used in the film). In this case, Ms. Garcia has *not* relinquished her rights to her "dramatic performance." Enclosed is the Form PA, her application for copyright registration, filed yesterday with the United States Copyright Office. Please note that in the Application itself, Ms. Garcia has certified that the facts contained in it are true under United States law. I invite your attention to Section 4, in which Ms. Garcia certified that she "did not sign any work for hire agreement nor a release or relinquishment of her rights when she acted in "Desert Warrior." This is sufficient evidence for YouTube to have evidence that Ms. Garcia has retained rights in her dramatic performance, even if that property has now been renamed "Innocence of Muslims. Rooney v. Columbia Pictures Industries, Inc., 538 F. Supp. 211 (S.D.N.Y. 1982) (contracts signed by actor Mickey Rooney broad enough to transfer his rights in his pre-1960 film performances); Muller v. Walt Disney Productions, 871 F. Supp. 678 (S.D.N.Y. 1994) (conductor in Walt Disney's *Fantasia* gave up all rights in his performance).

In addition, Ms. Garcia's dramatic performance was not a work-for-hire. She was never an employee of Sam Bacile, the producer, nor any other person or company when delivering her performance for "Desert Warrior." She was not a salaried employee and no writing exists in which she stated that her performance was a work-for-hire. See, e.g., Dommas v. Gommerman, 865 F.2d 1093 (9th Cir. 1989) (artist retained all rights because not a salaried employee and no writing evidencing work-for-hire, therefore, artist owned copyright interests). Nevertheless, Sam Bacile has posted her performance on YouTube, as have other posters, without her permission. Accordingly, all posters are liable for copyright infringement.

Sincerely,

DMCA Solutions, LLC
By:



David Hardy, President

ER429

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Monday, September 24, 2012 10:09 PM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Takedown Request #4
Attachments: YouTube-Google Takedown Request #4 (9-24-12).docx

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as "*The Innocence of the Muslims*" that have been posted on YouTube.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

September 24, 2012

Sent by Email

YouTube, LLC

Attn: Debra Tucker, Designated Agent

901 Cherry Avenue

San Bruno, CA

Email: debratucker@google.com

Email: copyright@youtube.com

Re: YouTube DMCA Takedown Request: Copyright Infringement
Video – ***The Innocence of the Muslims*** – Takedown Request #4

Dear Ms. Tucker:

DMCA Solutions, LLC, acting as agent on behalf of copyright holder Cindy Lee Garcia for the purposes of filing this Takedown Request, hereby submits the following:

What is the Issue:

Copyright Infringement: Cindy Lee Garcia, an actress, has an original copyright that remains vested in her in her audio-visual dramatic performance in a film in which her performance has been altered and adulterated without her consent and posted on YouTube, infringing her copyright.

Copyright Infringement: Who is Affected

Cindy Lee Garcia, the copyright owner

Identification of the Copyrighted Work Claimed to have been Infringed:

Cindy Lee Garcia's audio-visual dramatic performance in a film originally titled *The Desert Warrior* but altered without her consent and posted on YouTube under the title ***The Innocence of the Muslims***.

Identification of the material that is claimed to be infringing

Video posted on YouTube under the title ***The Innocence of Muslims*** but originally titled *The Desert Warrior*

URLs of the Offending Video:

<http://www.youtube.com/watch?v=1RagKWM8ldk>

http://www.youtube.com/watch?v=1wkyqd9_NtY

<http://www.youtube.com/watch?v=2AJ2ElzJ11w>

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<http://www.youtube.com/watch?v=2IC2wpYa7KE>

http://www.youtube.com/watch?v=2TI9GbNk_gY

<http://www.youtube.com/watch?v=6KJq-rNjLk8>

<http://www.youtube.com/watch?v=6ySE-yYeelE>

<http://www.youtube.com/watch?v=7EmQRlbQbJk>

<http://www.youtube.com/watch?v=7qcFACwfjI8>

<http://www.youtube.com/watch?v=8jYrk-Ufh0>

<http://www.youtube.com/watch?v=A1ezRBS5Jhs>

<http://www.youtube.com/watch?v=a5gABvYSbis>

<http://www.youtube.com/watch?v=ADdi48gHKGQ>

http://www.youtube.com/watch?v=AQqqy6_RiD0

<http://www.youtube.com/watch?v=Ar3iu0D81Lg>

<http://www.youtube.com/watch?v=B-pGehBwKFY>

<http://www.youtube.com/watch?v=BGYNJmlaEbk>

<http://www.youtube.com/watch?v=bkplXBnFT3c>

<http://www.youtube.com/watch?v=BMhwVg4jmO8>

<http://www.youtube.com/watch?v=BPQM2nfVyz0>

<http://www.youtube.com/watch?v=bYaKOBkd4io>

<http://www.youtube.com/watch?v=C7KeGApikUs>

<http://www.youtube.com/watch?v=dAaDPAnlvx0>

<http://www.youtube.com/watch?v=DizesXXwUiU>

<http://www.youtube.com/watch?v=dx3z4ly5Exs>

<http://www.youtube.com/watch?v=EHby-q7KgC0>

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31 Hastings Street
Mendon, MA 01756

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<http://www.youtube.com/watch?v=engQ9MX4Cyc>

<http://www.youtube.com/watch?v=eqQ74At3Psc>

<http://www.youtube.com/watch?v=fAMCA7JdQYk>

<http://www.youtube.com/watch?v=fm3P9mEi3Xk>

<http://www.youtube.com/watch?v=FsC7yHse-iQ>

<http://www.youtube.com/watch?v=gORgR7UiXgY>

<http://www.youtube.com/watch?v=h2MHczJyFNQ>

<http://www.youtube.com/watch?v=HDeWjf877yw>

<http://www.youtube.com/watch?v=HkGOubHiT6I>

<http://www.youtube.com/watch?v=HR0Vj-8dqTM>

<http://www.youtube.com/watch?v=Hv4HwUQS-yY>

<http://www.youtube.com/watch?v=IDK2yl6U48M>

<http://www.youtube.com/watch?v=Jslqjg3VkrE>

<http://www.youtube.com/watch?v=K3lAgMuNj0A>

<http://www.youtube.com/watch?v=kAQ5onF0Lc4>

http://www.youtube.com/watch?v=Lgx1_JVxfZE

<http://www.youtube.com/watch?v=IhBoPXEPUsQ>

<http://www.youtube.com/watch?v=Ln3VAwuLxCE>

<http://www.youtube.com/watch?v=mj0a3QazVv8>

<http://www.youtube.com/watch?v=n8s6bYHELaw>

<http://www.youtube.com/watch?v=NggEJ5PTpbw>

<http://www.youtube.com/watch?v=NuOFer5WqYo>

<http://www.youtube.com/watch?v=o3ey9m4ApdY>

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Mendon, MA 01756

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<http://www.youtube.com/watch?v=o7RQgavrd0E>
<http://www.youtube.com/watch?v=O8Wc5PsXmPo>
<http://www.youtube.com/watch?v=Ogzlb6N0wE8>
<http://www.youtube.com/watch?v=ov9bd23F1yA>
<http://www.youtube.com/watch?v=q26i0VLRbQE>
<http://www.youtube.com/watch?v=qf-44Q3SV0Y>
<http://www.youtube.com/watch?v=Qi3sDuWPvos>
<http://www.youtube.com/watch?v=QOcQvZ UNwU>
<http://www.youtube.com/watch?v=rKOa87wgPp4>
<http://www.youtube.com/watch?v=SIPLKwpV6NE>
<http://www.youtube.com/watch?v=sXKyPPgrMi4>
<http://www.youtube.com/watch?v=tHpacSiAl9U>
<http://www.youtube.com/watch?v=tRa9L5OPS0M>
<http://www.youtube.com/watch?v=tRBGBGDZj7o>
<http://www.youtube.com/watch?v=tvV6p5lHDLm>
<http://www.youtube.com/watch?v=UDd6bine9io>
<http://www.youtube.com/watch?v=v5TBXoKErus>
<http://www.youtube.com/watch?v=Vh5LEJNE70c>
<http://www.youtube.com/watch?v=vNZW4KCPURQ>
<http://www.youtube.com/watch?v=vYnwZeZ8p8Y>
<http://www.youtube.com/watch?v=W1MYyfCq2X4>
<http://www.youtube.com/watch?v=Wl8FoYpglNw>
<http://www.youtube.com/watch?v=XKtTIPnZ8iU>

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<http://www.youtube.com/watch?v=xLxzfOPDMlo>

<http://www.youtube.com/watch?v=xYVfBNKbfRQ>

http://www.youtube.com/watch?v=YFogvC4_zgY

<http://www.youtube.com/watch?v=zx-j8lzx6dQ>

<http://www.youtube.com/watch?v=WCCdyRzC2A>

<http://www.youtube.com/watch?v=yGsQ0fuaXA>

Copyright Owner's Name: Cindy Lee Garcia

Authorized Agent: DMCA Solutions, LLC
31 Hastings Street
Mendon, MA 01756
USA
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions, LLC, has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

The information in this notification is accurate, and under penalty of perjury, DMCA Solutions, LLC, is authorized to act on behalf of Cindy Lee Garcia, the owner of an exclusive right that is infringed.

DMCA Solutions, LLC

By:



David Hardy, President

ER435

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Tuesday, September 25, 2012 10:05 AM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Takedown Request #5
Attachments: YouTube-Google Takedown Request #5 (9-25-12).docx

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as "*The Innocence of the Muslims*" that have been posted on YouTube.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions
31 Hastings Street
Mendon, MA 01756

September 25, 2012

Sent by Email

YouTube, LLC

Attn: Debra Tucker, Designated Agent

901 Cherry Avenue

San Bruno, CA

Email: debratucker@google.com

Email: copyright@youtube.com

Re: YouTube DMCA Takedown Request: Copyright Infringement
Video – *The Innocence of the Muslims* – Takedown Request #5

Dear Ms. Tucker:

DMCA Solutions, LLC, acting as agent on behalf of copyright holder Cindy Lee Garcia for the purposes of filing this Takedown Request, hereby submits the following:

What is the Issue:

Copyright Infringement: Cindy Lee Garcia, an actress, has an original copyright that remains vested in her in her audio-visual dramatic performance in a film in which her performance has been altered and adulterated without her consent and posted on YouTube, infringing her copyright.

Copyright Infringement: Who is Affected

Cindy Lee Garcia, the copyright owner

Identification of the Copyrighted Work Claimed to have been Infringed:

Cindy Lee Garcia's audio-visual dramatic performance in a film originally titled *The Desert Warrior* but altered without her consent and posted on YouTube under the title *The Innocence of the Muslims*.

Identification of the material that is claimed to be infringing

Video posted on YouTube under the title *The Innocence of Muslims* but originally titled *The Desert Warrior*

URLs of the Offending Video:

<http://www.youtube.com/watch?v=BXYP2toSdEQ>

<http://www.youtube.com/watch?v=P82d8xRS-7U>

<http://www.youtube.com/watch?v=9CSY8cz5nhk>

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31 Hastings Street
Mendon, MA 01756

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<http://www.youtube.com/watch?v=9dqHt6gsoxU>

<http://www.youtube.com/watch?v=NQ5UAralcWE>

<http://www.youtube.com/watch?v=XxlaQKgiRLY>

<http://www.youtube.com/watch?v=DdOUoGfHq-l>

http://www.youtube.com/watch?v=7Ojxb_VkHAs

http://www.youtube.com/watch?v=ns0rQ-_dZC0

<http://www.youtube.com/watch?v=TGB24q8K97w>

<http://www.youtube.com/watch?v=YPVxQ3NDMPk>

<http://www.youtube.com/watch?v=YBISPSxUS5E>

<http://www.youtube.com/watch?v=Rdh8ayz0B-Y>

<http://www.youtube.com/watch?v=eeO3MEI8s38>

http://www.youtube.com/watch?v=DmVg_i4-0wk

<http://www.youtube.com/watch?v=oMR0cUljTE8>

<http://www.youtube.com/watch?v=YQ1w6HA3154>

<http://www.youtube.com/watch?v=QnMQ8k-4VqY>

<http://www.youtube.com/watch?v=G16J4zFn5Vl>

<http://www.youtube.com/watch?v=FTH0P746SJQ>

<http://www.youtube.com/watch?v=sOolJyq03Wk>

<http://www.youtube.com/watch?v=SB28D9KITkc>

<http://www.youtube.com/watch?v=6Bn5SkIxb1A>

<http://www.youtube.com/watch?v=T2wsrTi3i4o>

<http://www.youtube.com/watch?v=TJyCUUfMCDI>

http://www.youtube.com/watch?v=Tt_nkMCCPpk

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Mendon, MA 01756

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<http://www.youtube.com/watch?v=GKI8pna53hg>
<http://www.youtube.com/watch?v=AP3Yg5vJNK0>
<http://www.youtube.com/watch?v=obe0PmyW6Ek>
<http://www.youtube.com/watch?v=1KMsSiBdpIQ>
<http://www.youtube.com/watch?v=vP2soXU7quM>
<http://www.youtube.com/watch?v=dXEM4EmB2sM>
<http://www.youtube.com/watch?v=1ryHcwXjib0>
http://www.youtube.com/watch?v=G3g_R-RovR8
<http://www.youtube.com/watch?v=Yvk9ghudS5w>
<http://www.youtube.com/watch?v=w9zatob4YxY>
http://www.youtube.com/watch?v=s_AOeKOGqIQ
<http://www.youtube.com/watch?v=yW-fXw1EKXc>
<http://www.youtube.com/watch?v=UEZhWm2oK9k>
<http://www.youtube.com/watch?v=hftuDpFP4WI>
<http://www.youtube.com/watch?v=4midXCjFO-Q>

Copyright Owner's Name: Cindy Lee Garcia

Authorized Agent: DMCA Solutions, LLC
31 Hastings Street
Mendon, MA 01756
USA
(202) 350-0200
David.Hardy@DMCASolutions.com

ER439

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

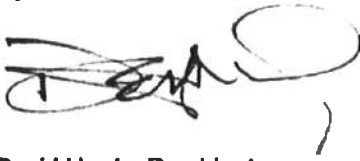
Page 4

DMCA Solutions, LLC, has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

The information in this notification is accurate, and under penalty of perjury, DMCA Solutions, LLC, is authorized to act on behalf of Cindy Lee Garcia, the owner of an exclusive right that is infringed.

DMCA Solutions, LLC

By:

A handwritten signature in black ink, appearing to read 'David Hardy', with a large circular flourish at the end.

David Hardy, President

ER440

EXHIBIT B

ER441

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Monday, September 24, 2012 1:27 PM
To: Cris Armenta
Subject: Fwd: [#1124781281] Fwd: DMCA Takedown Request

FYI - their acknowledgement of receipt

----- Forwarded message -----

From: Copyright Service <copyright@youtube.com>
Date: Mon, Sep 24, 2012 at 3:17 PM
Subject: Re: [#1124781281] Fwd: DMCA Takedown Request
To: David.Hardy@dmcasolutions.com

Thanks for contacting YouTube! You've reached the copyright and DMCA compliance team. Your message has been received and is now queued for review. Please note that general help inquiries won't be answered here. For help with other site-related issues, please visit our Help Center at <http://help.youtube.com>. If you wish to report abuse or inappropriate content, please visit <http://help.youtube.com/support/youtube/bin/topic.py?topic=13044>, or if you feel you have a privacy request, please visit <http://help.youtube.com/support/youtube/bin/answer.py?answer=78346>.

If you're requesting removal of a video that is allegedly infringing your copyright, please make sure that you have provided us with all of the required information in order to process your complaint. Providing incomplete information may delay the processing of your claim. For the requirements of DMCA notification, or if you have questions about our DMCA policy, please see: http://www.youtube.com/t/dmca_policy

Did you know that YouTube offers copyright owners a tool for submitting notifications more easily? If there are many videos to be removed, or you expect to have an ongoing need to remove potentially infringing content from YouTube, we suggest that you sign up for our Content Verification Program, which electronically notifies us, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content. To sign up for this tool please visit: http://www.youtube.com/t/copyright_program

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: Fwd: DMCA Takedown Request
Date: Mon, 24 Sep 2012 15:17:17 -0500

The DMCA Takedown Request below was emailed to Debra Tucker (debratucker@google.com) as she is listed as the designated agent for YouTube, but we also wanted to copy it to this email address.

Thank you.

----- Forwarded message -----
From: David Hardy <David.Hardy@dmcasolutions.com>
Date: Mon, Sep 24, 2012 at 2:55 PM
Subject: DMCA Takedown Request
To: debratucker@google.com, copyright@google.com
Cc: Cris Armenta <cris@crisarmenta.com>

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as **"The Innocence of the Muslims"** that have been posted on YouTube.

I am also faxing a copy of this Takedown Request to you at (650) 872-8513.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

--
David E. Hardy, President
DMCA Solutions, LLC
(73) 825-1034
David.Hardy@DMCASolutions.com
--

--
David E. Hardy, President
DMCA Solutions, LLC
(73) 825-1034
David.Hardy@DMCAolutions.com

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Monday, September 24, 2012 6:48 PM
To: David.Hardy@DMCASolutions.com
Cc: Cris Armenta
Subject: Re: [#1124968010] DMCA Takedown Request #2

Thanks for contacting YouTube! You've reached the copyright and DMCA compliance team. Your message has been received and is now queued for review. Please note that general help inquiries won't be answered here. For help with other site-related issues, please visit our Help Center at <http://help.youtube.com>. If you wish to report abuse or inappropriate content, please visit <http://help.youtube.com/support/youtube/bin/topic.py?topic=13044>, or if you feel you have a privacy request, please visit <http://help.youtube.com/support/youtube/bin/answer.py?answer=78346>.

If you're requesting removal of a video that is allegedly infringing your copyright, please make sure that you have provided us with all of the required information in order to process your complaint. Providing incomplete information may delay the processing of your claim. For the requirements of DMCA notification, or if you have questions about our DMCA policy, please see: http://www.youtube.com/t/dmca_policy

Did you know that YouTube offers copyright owners a tool for submitting notifications more easily? If there are many videos to be removed, or you expect to have an ongoing need to remove potentially infringing content from YouTube, we suggest that you sign up for our Content Verification Program, which electronically notifies us, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content. To sign up for this tool please visit:

http://www.youtube.com/t/copyright_program

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Takedown Request #2
Date: Mon, 24 Sep 2012 20:47:27 -0500

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as "The Innocence of the Muslims" that have been posted on YouTube.

I am also faxing a copy of this Takedown Request to you at (650) 872-8513.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

--

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Wednesday, September 26, 2012 8:14 AM
To: David.Hardy@DMCASolutions.com
Cc: Cris Armenta
Subject: Re: [#1126186331] DMCA Take-down Request #3 "Innocence of the Muslims" - Your Reference [#1124980843] - Reply

Thanks for contacting YouTube! You've reached the copyright and DMCA compliance team. Your message has been received and is now queued for review. Please note that general help inquiries won't be answered here. For help with other site-related issues, please visit our Help Center at <http://help.youtube.com>. If you wish to report abuse or inappropriate content, please visit <http://help.youtube.com/support/youtube/bin/topic.py?topic=13044>, or if you feel you have a privacy request, please visit <http://help.youtube.com/support/youtube/bin/answer.py?answer=78346>.

If you're requesting removal of a video that is allegedly infringing your copyright, please make sure that you have provided us with all of the required information in order to process your complaint. Providing incomplete information may delay the processing of your claim. For the requirements of DMCA notification, or if you have questions about our DMCA policy, please see: http://www.youtube.com/t/dmca_policy

Did you know that YouTube offers copyright owners a tool for submitting notifications more easily? If there are many videos to be removed, or you expect to have an ongoing need to remove potentially infringing content from YouTube, we suggest that you sign up for our Content Verification Program, which electronically notifies us, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content. To sign up for this tool please visit: http://www.youtube.com/t/copyright_program

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Take-down Request #3 "Innocence of the Muslims" - Your Reference [#1124980843] - Reply
Date: Wed, 26 Sep 2012 10:14:12 -0500

Dear YouTube:
Attached please find our reply to your response to our DMCA take-down request #3 - your reference [#1124980843] regarding video postings that are in most instances titled "**The Innocence of the Muslims".*

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Wednesday, September 26, 2012 9:35 AM
To: David.Hardy@DMCASolutions.com
Cc: Cris Armenta
Subject: Re: [#1126235061] DMCA Take-down Request #4 "Innocence of the Muslims" - Your Reference [#1125091967] - Reply

Thanks for contacting YouTube! You've reached the copyright and DMCA compliance team. Your message has been received and is now queued for review. Please note that general help inquiries won't be answered here. For help with other site-related issues, please visit our Help Center at <http://help.youtube.com>. If you wish to report abuse or inappropriate content, please visit <http://help.youtube.com/support/youtube/bin/topic.py?topic=13044>, or if you feel you have a privacy request, please visit <http://help.youtube.com/support/youtube/bin/answer.py?answer=78346>.

If you're requesting removal of a video that is allegedly infringing your copyright, please make sure that you have provided us with all of the required information in order to process your complaint. Providing incomplete information may delay the processing of your claim. For the requirements of DMCA notification, or if you have questions about our DMCA policy, please see: http://www.youtube.com/t/dmca_policy

Did you know that YouTube offers copyright owners a tool for submitting notifications more easily? If there are many videos to be removed, or you expect to have an ongoing need to remove potentially infringing content from YouTube, we suggest that you sign up for our Content Verification Program, which electronically notifies us, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content. To sign up for this tool please visit: http://www.youtube.com/t/copyright_program

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Take-down Request #4 "Innocence of the Muslims" - Your Reference [#1125091967] - Reply
Date: Wed, 26 Sep 2012 11:34:41 -0500

Dear YouTube:
Attached please find our reply to your response to our DMCA take-down request #4 - your reference [#1125091967] regarding video postings that are in most instances titled "*The Innocence of the Muslims".*

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Tuesday, September 25, 2012 10:06 AM
To: David.Hardy@DMCASolutions.com
Cc: Cris Armenta
Subject: Re: [#1125560930] DMCA Takedown Request #5

Thanks for contacting YouTube! You've reached the copyright and DMCA compliance team. Your message has been received and is now queued for review. Please note that general help inquiries won't be answered here. For help with other site-related issues, please visit our Help Center at <http://help.youtube.com>. If you wish to report abuse or inappropriate content, please visit <http://help.youtube.com/support/youtube/bin/topic.py?topic=13044>, or if you feel you have a privacy request, please visit <http://help.youtube.com/support/youtube/bin/answer.py?answer=78346>.

If you're requesting removal of a video that is allegedly infringing your copyright, please make sure that you have provided us with all of the required information in order to process your complaint. Providing incomplete information may delay the processing of your claim. For the requirements of DMCA notification, or if you have questions about our DMCA policy, please see: http://www.youtube.com/t/dmca_policy

Did you know that YouTube offers copyright owners a tool for submitting notifications more easily? If there are many videos to be removed, or you expect to have an ongoing need to remove potentially infringing content from YouTube, we suggest that you sign up for our Content Verification Program, which electronically notifies us, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content. To sign up for this tool please visit: http://www.youtube.com/t/copyright_program

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Takedown Request #5
Date: Tue, 25 Sep 2012 12:05:29 -0500

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as **"The Innocence of the Muslims"** that have been posted on YouTube.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

EXHIBIT C

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Tuesday, September 25, 2012 11:04 AM
To: Sol, Credence (credence.sol@sol-law.com)
Cc: Jason Armstrong (armstronglaw@me.com); Cris Armenta
Subject: Fwd: [#1124781281] Fwd: DMCA Takedown Request

#1

----- Forwarded message -----

From: Copyright Service <copyright@youtube.com>
Date: Mon, Sep 24, 2012 at 3:17 PM
Subject: Re: [#1124781281] Fwd: DMCA Takedown Request
To: David.Hardy@dmcasolutions.com

Thanks for contacting YouTube! You've reached the copyright and DMCA compliance team. Your message has been received and is now queued for review. Please note that general help inquiries won't be answered here. For help with other site-related issues, please visit our Help Center at <http://help.youtube.com>. If you wish to report abuse or inappropriate content, please visit <http://help.youtube.com/support/youtube/bin/topic.py?topic=13044>, or if you feel you have a privacy request, please visit <http://help.youtube.com/support/youtube/bin/answer.py?answer=78346>.

If you're requesting removal of a video that is allegedly infringing your copyright, please make sure that you have provided us with all of the required information in order to process your complaint. Providing incomplete information may delay the processing of your claim. For the requirements of DMCA notification, or if you have questions about our DMCA policy, please see: http://www.youtube.com/t/dmca_policy

Did you know that YouTube offers copyright owners a tool for submitting notifications more easily? If there are many videos to be removed, or you expect to have an ongoing need to remove potentially infringing content from YouTube, we suggest that you sign up for our Content Verification Program, which electronically notifies us, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content. To sign up for this tool please visit: http://www.youtube.com/t/copyright_program

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: Fwd: DMCA Takedown Request
Date: Mon, 24 Sep 2012 15:17:17 -0500

The DMCA Takedown Request below was emailed to Debra Tucker (debratucker@google.com) as she is listed as the designated agent for YouTube, but we also wanted to copy it to this email address.

Thank you.

----- Forwarded message -----
From: David Hardy <David.Hardy@dmcasolutions.com>
Date: Mon, Sep 24, 2012 at 2:55 PM
Subject: DMCA Takedown Request
To: debratucker@google.com, copyright@google.com
Cc: Cris Armenta <cris@crisarmenta.com>

Dear Ms. Tucker:

Attached please find a Takedown Request prepared and sent to you pursuant to the Digital Millennium Copyright Act, relative to videos of the film identified as *"The Innocence of the Muslims"* that have been posted on YouTube.

I am also faxing a copy of this Takedown Request to you at (650) 872-8513.

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

--
David E. Hardy, President
DMCA Solutions, LLC
(73) 825-1034
David.Hardy@DMCASolutions.com
--

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David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Tuesday, September 25, 2012 6:01 PM
To: David Hardy
Cc: debratucker@google.com; Cris Armenta
Subject: Re: [#1124968010] DMCA Takedown Request #2

Hi there,

Based upon the information you provided, we are unable to process your notification.

In your notification, you identified the work allegedly infringed as "Cindy Lee Garcia's audio-visual dramatic performance," but based upon that description, the copyright interest claimed by Ms. Garcia in the content at issue is unclear. In order to process your notification, we will need further information about the specific copyright interest in this content that is allegedly owned by Ms. Garcia. Please include as much detail as possible so that we can evaluate your request.

Please see our copyright policy page located at http://www.youtube.com/t/copyright_notice for more information.

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Takedown Request #2
Date: Mon, 24 Sep 2012 20:47:27 -0500

> Dear Ms. Tucker:
> Attached please find a Takedown Request prepared and sent to you
> pursuant to the Digital Millennium Copyright Act, relative to videos
> of the film identified as "The Innocence of the Muslims" that have
> been posted on YouTube.
> I am also faxing a copy of this Takedown Request to you at (650) 872-8513.
> Sincerely,
>
> David E. Hardy, President
> DMCA Solutions, LLC
> (202) 350-0200
> David.Hardy@DMCASolutions.com
>
> --
>
>
>

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Tuesday, September 25, 2012 5:59 PM
To: David Hardy
Cc: debratucker@google.com; Cris Armenta
Subject: Re: [#1124980843] DMCA Takedown Request #3 (9-24-12)

Hi there,

Based upon the information you provided, we are unable to process your notification.

In your notification, you identified the work allegedly infringed as "Cindy Lee Garcia's audio-visual dramatic performance," but based upon that description, the copyright interest claimed by Ms. Garcia in the content at issue is unclear. In order to process your notification, we will need further information about the specific copyright interest in this content that is allegedly owned by Ms. Garcia. Please include as much detail as possible so that we can evaluate your request.

Please see our copyright policy page located at http://www.youtube.com/t/copyright_notice for more information.

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Takedown Request #3 (9-24-12)
Date: Mon, 24 Sep 2012 21:23:14 -0500

> Dear Ms. Tucker:
> Attached please find a Takedown Request prepared and sent to you
> pursuant to the Digital Millennium Copyright Act, relative to videos
> of the film identified as "The Innocence of the Muslims" that have
> been posted on YouTube.
> Sincerely,
>
> David E. Hardy, President
> DMCA Solutions, LLC
> (202) 350-0200
> David.Hardy@DMCASolutions.com
>
> --
>
>
>

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Tuesday, September 25, 2012 6:01 PM
To: David Hardy
Cc: debratucker@google.com; Cris Armenta
Subject: Re: [#1125091967] DMCA Takedown Request #4

Hi there,

Based upon the information you provided, we are unable to process your notification.

In your notification, you identified the work allegedly infringed as "Cindy Lee Garcia's audio-visual dramatic performance," but based upon that description, the copyright interest claimed by Ms. Garcia in the content at issue is unclear. In order to process your notification, we will need further information about the specific copyright interest in this content that is allegedly owned by Ms. Garcia. Please include as much detail as possible so that we can evaluate your request.

Please see our copyright policy page located at http://www.youtube.com/t/copyright_notice for more information.

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Takedown Request #4
Date: Tue, 25 Sep 2012 00:08:33 -0500

> Dear Ms. Tucker:
>
> Attached please find a Takedown Request prepared and sent to you
> pursuant to the Digital Millennium Copyright Act, relative to videos
> of the film identified as *"The Innocence of the Muslims"* that have
> been posted on YouTube.
>
> Sincerely,
>
> David E. Hardy, President
> DMCA Solutions, LLC
> (202) 350-0200
> David.Hardy@DMCASolutions.com
>
> --
>
>
>

Cris Armenta

From: Copyright Service <copyright@youtube.com>
Sent: Tuesday, September 25, 2012 6:00 PM
To: David Hardy
Cc: debratucker@google.com; Cris Armenta
Subject: Re: [#1125560930] DMCA Takedown Request #5

Hi there,

Based upon the information you provided, we are unable to process your notification.

In your notification, you identified the work allegedly infringed as "Cindy Lee Garcia's audio-visual dramatic performance," but based upon that description, the copyright interest claimed by Ms. Garcia in the content at issue is unclear. In order to process your notification, we will need further information about the specific copyright interest in this content that is allegedly owned by Ms. Garcia. Please include as much detail as possible so that we can evaluate your request.

Please see our copyright policy page located at http://www.youtube.com/t/copyright_notice for more information.

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: DMCA Takedown Request #5
Date: Tue, 25 Sep 2012 12:05:29 -0500

> Dear Ms. Tucker:
>
> Attached please find a Takedown Request prepared and sent to you
> pursuant to the Digital Millennium Copyright Act, relative to videos
> of the film identified as "The Innocence of the Muslims" that have
> been posted on YouTube.
>
> Sincerely,
>
>
> David E. Hardy, President
> DMCA Solutions, LLC
> (202) 350-0200
> David.Hardy@DMCASolutions.com
>
> --
>
>
>

EXHIBIT D

ER457

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Wednesday, September 26, 2012 7:02 AM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Take-down Request #1 "Innocence of the Muslims" - Your Reference [#
1124781281] - Reply
Attachments: YouTube-Google Takedown Reply #1 (9-26-12).docx

Dear YouTube:

Attached please find our reply to your response to our DMCA take-down request #1 - your reference [#1124781281] regarding video postings that are in most instances titled "*The Innocence of the Muslims*".

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCA Solutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

September 26, 2012

Sent by Email

YouTube, LLC

Attn: Debra Tucker, Designated Agent

901 Cherry Avenue

San Bruno, CA

Email: debratucker@google.com

Email: copyright@youtube.com

Re: Your Reference [#1124781281] YouTube DMCA Takedown Request
Video – *The Innocence of the Muslims* – Our Takedown Request #1

Dear YouTube,

Thank you for the response to our DMCA Takedown Request, referenced above. You indicated that "the copyright interest claimed by Ms. Garcia in the content at issue is unclear." You also indicated that you "need further information about the specific copyright interest that is allegedly owned by Ms. Garcia." This letter responds to your inquiry, with respect to all five DMCA Takedown Request referenced above:

Individual performances in film are copyrightable. *Fleet v. CBS, Inc.*, 50 Cal. Ap. 4th 1911, 1919 (1996). Indeed, the California Court of Appeal has held that state law claims of actors whose rights are misappropriated are preempted by federal copyright law. *Id.*

Section 102 of the Copyright Act, by its express terms, protects "original works of authorship fixed in any tangible medium of express . . . from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." 17 U.S.C. sec. 102(a). *See Fleet*, at 1919. "A 'work of authorship' is specifically defined to include 'dramatic works.'" *Id.* (quoting 17 U.S.C. sec. 102(a)(3)). "A work is fixed in a tangible medium of express 'when its embodiment in a copy or phonorecord, by or under the authority of the author, is sufficiently permanent or stable to permit it to be perceived, reproduced or otherwise communicated for a period of more than transitory duration.'" *Fleet*, at 1919 (citing and quoting 17 U.S.C. sec. 101.)

"There can be no question that, once appellant's performances were put in film, they became 'dramatic work[s]' 'fixed in [a] tangible medium of expression' that could be perceived, reproduced, or otherwise communicated' through 'the aid of a machine or device.'" *Fleet*, at 1919 (citing and quoting 17 U.S.C. sec. 102(a).) The California Court of Appeal has held that once the actors' dramatic performances were fixed to film "the performances came within the scope or subject matter of copyright law protection." *Fleet*, at 1920. Dramatic performances, are of course, distinct from where a celebrity has merely had his picture taken, as that person is not engaged in a "dramatic work" within the meaning of the Copyright Act. *Id.* In the *Fleet* case, the court held that "[t]here can be no dispute that appellants' performances [in film] were 'dramatic works' produced through creative input and meet the statutory definition of 'works of authorship.'" *Id.* at 1922-1923.

Of course, where the actor has relinquished his or her rights through agreement, then the actor no longer holds the copyright interest. *See Fleet* at 1923 (explaining that per a written

ER459

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

Page 2

agreement, the producer of the film *The Commitments* owned the rights to James Brown's musical performance used in the film). In this case, Ms. Garcia has *not* relinquished her rights to her "dramatic performance." Enclosed is the Form PA, her application for copyright registration, filed yesterday with the United States Copyright Office. Please note that in the Application itself, Ms. Garcia has certified that the facts contained in it are true under United States law. I invite your attention to Section 4, in which Ms. Garcia certified that she "did not sign any work for hire agreement nor a release or relinquishment of her rights when she acted in "Desert Warrior." This is sufficient evidence for YouTube to have evidence that Ms. Garcia has retained rights in her dramatic performance, even if that property has now been renamed "Innocence of Muslims. *Rooney v. Columbia Pictures Industries, Inc.*, 538 F. Supp. 211 (S.D.N.Y. 1982) (contracts signed by actor Mickey Rooney broad enough to transfer his rights in his pre-1960 film performances); *Muller v. Walt Disney Productions*, 871 F. Supp. 678 (S.D.N.Y. 1994) (conductor in Walt Disney's *Fantasia* gave up all rights in his performance).

In addition, Ms. Garcia's dramatic performance was not a work-for-hire. She was never an employee of Sam Bacile, the producer, nor any other person or company when delivering her performance for "Desert Warrior." She was not a salaried employee and no writing exists in which she stated that her performance was a work-for-hire. See, e.g., *Dommas v. Gommerman*, 865 F.2d 1093 (9th Cir. 1989) (artist retained all rights because not a salaried employee and no writing evidencing work-for-hire, therefore, artist owned copyright interests). Nevertheless, Sam Bacile has posted her performance on YouTube, as have other posters, without her permission. Accordingly, all posters are liable for copyright infringement.

Sincerely,

DMCA Solutions, LLC

By:



David Hardy, President

ER460

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Wednesday, September 26, 2012 7:08 AM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Take-Down Request "Innocence of the Muslims" - Your Reference [#
1124968010] - Reply
Attachments: YouTube-Google Takedown Reply #2 (9-26-12).docx

Dear YouTube:

Attached please find our reply to your response to our DMCA take-down request #1 - your reference [#1124781281] regarding video postings that are in most instances titled "*The Innocence of the Muslims*".

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

September 26, 2012

Sent by Email

YouTube, LLC

Attn: Debra Tucker, Designated Agent

901 Cherry Avenue

San Bruno, CA

Email: debratucker@google.com

Email: copyright@youtube.com

Re: Your Reference [#1124968010] YouTube DMCA Takedown Request
Video – *The Innocence of the Muslims* – Our Takedown Request #2

Dear YouTube,

Thank you for the response to our DMCA Takedown Request, referenced above. You indicated that "the copyright interest claimed by Ms. Garcia in the content at issue is unclear." You also indicated that you "need further information about the specific copyright interest that is allegedly owned by Ms. Garcia." This letter responds to your inquiry, with respect to all five DMCA Takedown Request referenced above:

Individual performances in film are copyrightable. Fleet v. CBS, Inc., 50 Cal. Ap. 4th 1911, 1919 (1996). Indeed, the California Court of Appeal has held that state law claims of actors whose rights are misappropriated are preempted by federal copyright law. Id.

Section 102 of the Copyright Act, by its express terms, protects "original works of authorship fixed in any tangible medium of express . . . from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." 17 U.S.C. sec. 102(a). See Fleet, at 1919. "A 'work of authorship' is specifically defined to include 'dramatic works.'" Id. (quoting 17 U.S.C. sec. 102(a)(3)). "A work is fixed in a tangible medium of express 'when its embodiment in a copy or phonorecord, by or under the authority of the author, is sufficiently permanent or stable to permit it to be perceived, reproduced or otherwise communicated for a period of more than transitory duration.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 101.)

"There can be no question that, once appellant's performances were put in film, they became 'dramatic work[s]' 'fixed in [a] tangible medium of expression' that could be perceived, reproduced, or otherwise communicated' through 'the aid of a machine or device.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 102(a).) The California Court of Appeal has held that once the actors' dramatic performances were fixed to film "the performances came within the scope or subject matter of copyright law protection." Fleet, at 1920. Dramatic performances, are of course, distinct from where a celebrity has merely had his picture taken, as that person is not engaged in a "dramatic work" within the meaning of the Copyright Act. Id. In the Fleet case, the court held that "[t]here can be no dispute that appellants' performances [in film] were 'dramatic works' produced through creative input and meet the statutory definition of 'works of authorship.'" Id. at 1922-1923.

Of course, where the actor has relinquished his or her rights through agreement, then the actor no longer holds the copyright interest. See Fleet at 1923 (explaining that per a written

ER462

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

Page 2

agreement, the producer of the film *The Commitments* owned the rights to James Brown's musical performance used in the film). In this case, Ms. Garcia has *not* relinquished her rights to her "dramatic performance." Enclosed is the Form PA, her application for copyright registration, filed yesterday with the United States Copyright Office. Please note that in the Application itself, Ms. Garcia has certified that the facts contained in it are true under United States law. I invite your attention to Section 4, in which Ms. Garcia certified that she "did not sign any work for hire agreement nor a release or relinquishment of her rights when she acted in "Desert Warrior." This is sufficient evidence for YouTube to have evidence that Ms. Garcia has retained rights in her dramatic performance, even if that property has now been renamed "Innocence of Muslims." Rooney v. Columbia Pictures Industries, Inc., 538 F. Supp. 211 (S.D.N.Y. 1982) (contracts signed by actor Mickey Rooney broad enough to transfer his rights in his pre-1960 film performances); Muller v. Walt Disney Productions, 871 F. Supp. 678 (S.D.N.Y. 1994) (conductor in Walt Disney's *Fantasia* gave up all rights in his performance).

In addition, Ms. Garcia's dramatic performance was not a work-for-hire. She was never an employee of Sam Bacile, the producer, nor any other person or company when delivering her performance for "Desert Warrior." She was not a salaried employee and no writing exists in which she stated that her performance was a work-for-hire. See, e.g., Dommas v. Gommerman, 865 F.2d 1093 (9th Cir. 1989) (artist retained all rights because not a salaried employee and no writing evidencing work-for-hire, therefore, artist owned copyright interests). Nevertheless, Sam Bacile has posted her performance on YouTube, as have other posters, without her permission. Accordingly, all posters are liable for copyright infringement.

Sincerely,

DMCA Solutions, LLC

By:



David Hardy, President

ER463

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Wednesday, September 26, 2012 7:31 AM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Take-down Request #3 "Innocence of the Muslims" - Your Reference - Reply (2nd Attempt to Send)
Attachments: YouTube-Google Takedown Reply #3 (9-26-12).docx

Dear YouTube:

Attached please find our reply to your response to our DMCA take-down request #3 - your reference [#1124980843] regarding video postings that are in most instances titled "*The Innocence of the Muslims*".

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

September 26, 2012

Sent by Email

YouTube, LLC
Attn: Debra Tucker, Designated Agent
901 Cherry Avenue
San Bruno, CA
Email: debratucker@google.com
Email: copyright@youtube.com

Re: Your Reference [#1124781281] YouTube DMCA Takedown Request
Video – *The Innocence of the Muslims* – Our Takedown Request #3

Dear YouTube,

Thank you for the response to our DMCA Takedown Request, referenced above. You indicated that "the copyright interest claimed by Ms. Garcia in the content at issue is unclear." You also indicated that you "need further information about the specific copyright interest that is allegedly owned by Ms. Garcia." This letter responds to your inquiry, with respect to all five DMCA Takedown Request referenced above:

Individual performances in film are copyrightable. Fleet v. CBS, Inc., 50 Cal. Ap. 4th 1911, 1919 (1996). Indeed, the California Court of Appeal has held that state law claims of actors whose rights are misappropriated are preempted by federal copyright law. Id.

Section 102 of the Copyright Act, by its express terms, protects "original works of authorship fixed in any tangible medium of express . . . from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." 17 U.S.C. sec. 102(a). See Fleet, at 1919. "A 'work of authorship' is specifically defined to include 'dramatic works.'" Id. (quoting 17 U.S.C. sec. 102(a)(3)). "A work is fixed in a tangible medium of express 'when its embodiment in a copy or phonorecord, by or under the authority of the author, is sufficiently permanent or stable to permit it to be perceived, reproduced or otherwise communicated for a period of more than transitory duration.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 101.)

"There can be no question that, once appellant's performances were put in film, they became 'dramatic work[s]' 'fixed in [a] tangible medium of expression' that could be perceived, reproduced, or otherwise communicated' through 'the aid of a machine or device.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 102(a).) The California Court of Appeal has held that once the actors' dramatic performances were fixed to film "the performances came within the scope or subject matter of copyright law protection." Fleet, at 1920. Dramatic performances, are of course, distinct from where a celebrity has merely had his picture taken, as that person is not engaged in a "dramatic work" within the meaning of the Copyright Act. Id. In the Fleet case, the court held that "[t]here can be no dispute that appellants' performances [in film] were 'dramatic works' produced through creative input and meet the statutory definition of 'works of authorship.'" Id. at 1922-1923.

Of course, where the actor has relinquished his or her rights through agreement, then the actor no longer holds the copyright interest. See Fleet at 1923 (explaining that per a written

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31 Hastings Street
Mendon, MA 01756

Page 2

agreement, the producer of the film *The Commitments* owned the rights to James Brown's musical performance used in the film). In this case, Ms. Garcia has *not* relinquished her rights to her "dramatic performance." Enclosed is the Form PA, her application for copyright registration, filed yesterday with the United States Copyright Office. Please note that in the Application itself, Ms. Garcia has certified that the facts contained in it are true under United States law. I invite your attention to Section 4, in which Ms. Garcia certified that she "did not sign any work for hire agreement nor a release or relinquishment of her rights when she acted in "Desert Warrior." This is sufficient evidence for YouTube to have evidence that Ms. Garcia has retained rights in her dramatic performance, even if that property has now been renamed "Innocence of Muslims. Rooney v. Columbia Pictures Industries, Inc., 538 F. Supp. 211 (S.D.N.Y. 1982) (contracts signed by actor Mickey Rooney broad enough to transfer his rights in his pre-1960 film performances); Muller v. Walt Disney Productions, 871 F. Supp. 678 (S.D.N.Y. 1994) (conductor in Walt Disney's *Fantasia* gave up all rights in his performance).

In addition, Ms. Garcia's dramatic performance was not a work-for-hire. She was never an employee of Sam Bacile, the producer, nor any other person or company when delivering her performance for "Desert Warrior." She was not a salaried employee and no writing exists in which she stated that her performance was a work-for-hire. See, e.g., Dommas v. Gommerman, 865 F.2d 1093 (9th Cir. 1989) (artist retained all rights because not a salaried employee and no writing evidencing work-for-hire, therefore, artist owned copyright interests). Nevertheless, Sam Bacile has posted her performance on YouTube, as have other posters, without her permission. Accordingly, all posters are liable for copyright infringement.

Sincerely,

DMCA Solutions, LLC

By:



David Hardy, President

ER466

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Wednesday, September 26, 2012 9:35 AM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Take-down Request #4 "Innocence of the Muslims" - Your Reference [#1125091967] - Reply
Attachments: YouTube-Google Takedown Reply #4 (9-26-12).docx

Dear YouTube:

Attached please find our reply to your response to our DMCA take-down request #4 - your reference [#1125091967] regarding video postings that are in most instances titled "*The Innocence of the Muslims*".

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

September 26, 2012

Sent by Email

YouTube, LLC
Attn: Debra Tucker, Designated Agent
901 Cherry Avenue
San Bruno, CA
Email: debratucker@google.com
Email: copyright@youtube.com

Re: Your Reference [#1125091967] YouTube DMCA Takedown Request
Video – *The Innocence of the Muslims* – Our Takedown Request #4

Dear YouTube,

Thank you for the response to our DMCA Takedown Request, referenced above. You indicated that "the copyright interest claimed by Ms. Garcia in the content at issue is unclear." You also indicated that you "need further information about the specific copyright interest that is allegedly owned by Ms. Garcia." This letter responds to your inquiry, with respect to all five DMCA Takedown Request referenced above:

Individual performances in film are copyrightable. Fleet v. CBS, Inc., 50 Cal. Ap. 4th 1911, 1919 (1996). Indeed, the California Court of Appeal has held that state law claims of actors whose rights are misappropriated are preempted by federal copyright law. Id.

Section 102 of the Copyright Act, by its express terms, protects "original works of authorship fixed in any tangible medium of express . . . from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." 17 U.S.C. sec. 102(a). See Fleet, at 1919. "A 'work of authorship' is specifically defined to include 'dramatic works.'" Id. (quoting 17 U.S.C. sec. 102(a)(3)). "A work is fixed in a tangible medium of express 'when its embodiment in a copy or phonorecord, by or under the authority of the author, is sufficiently permanent or stable to permit it to be perceived, reproduced or otherwise communicated for a period of more than transitory duration.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 101.)

"There can be no question that, once appellant's performances were put in film, they became 'dramatic work[s]' 'fixed in [a] tangible medium of expression' that could be perceived, reproduced, or otherwise communicated' through 'the aid of a machine or device.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 102(a).) The California Court of Appeal has held that once the actors' dramatic performances were fixed to film "the performances came within the scope or subject matter of copyright law protection." Fleet, at 1920. Dramatic performances, are of course, distinct from where a celebrity has merely had his picture taken, as that person is not engaged in a "dramatic work" within the meaning of the Copyright Act. Id. In the Fleet case, the court held that "[t]here can be no dispute that appellants' performances [in film] were 'dramatic works' produced through creative input and meet the statutory definition of 'works of authorship.'" Id. at 1922-1923.

Of course, where the actor has relinquished his or her rights through agreement, then the actor no longer holds the copyright interest. See Fleet at 1923 (explaining that per a written

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DMCA Solutions

31 Hastings Street
Mendon, MA 01756

Page 2

agreement, the producer of the film *The Commitments* owned the rights to James Brown's musical performance used in the film). In this case, Ms. Garcia has *not* relinquished her rights to her "dramatic performance." Enclosed is the Form PA, her application for copyright registration, filed yesterday with the United States Copyright Office. Please note that in the Application itself, Ms. Garcia has certified that the facts contained in it are true under United States law. I invite your attention to Section 4, in which Ms. Garcia certified that she "did not sign any work for hire agreement nor a release or relinquishment of her rights when she acted in "Desert Warrior." This is sufficient evidence for YouTube to have evidence that Ms. Garcia has retained rights in her dramatic performance, even if that property has now been renamed "Innocence of Muslims." Rooney v. Columbia Pictures Industries, Inc., 538 F. Supp. 211 (S.D.N.Y. 1982) (contracts signed by actor Mickey Rooney broad enough to transfer his rights in his pre-1960 film performances); Muller v. Walt Disney Productions, 871 F. Supp. 678 (S.D.N.Y. 1994) (conductor in Walt Disney's *Fantasia* gave up all rights in his performance).

In addition, Ms. Garcia's dramatic performance was not a work-for-hire. She was never an employee of Sam Bacile, the producer, nor any other person or company when delivering her performance for "Desert Warrior." She was not a salaried employee and no writing exists in which she stated that her performance was a work-for-hire. See, e.g., Dommas v. Gommerman, 865 F.2d 1093 (9th Cir. 1989) (artist retained all rights because not a salaried employee and no writing evidencing work-for-hire, therefore, artist owned copyright interests). Nevertheless, Sam Bacile has posted her performance on YouTube, as have other posters, without her permission. Accordingly, all posters are liable for copyright infringement.

Sincerely,

DMCA Solutions, LLC

By:



David Hardy, President

ER469

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Wednesday, September 26, 2012 10:13 AM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta
Subject: DMCA Take-down Request #5 "Innocence of the Muslims" - Your Reference [#
1125560930] - Reply
Attachments: YouTube-Google Takedown Reply #5 (9-26-12).docx

Dear YouTube:

Attached please find our reply to your response to our DMCA take-down request #5 - your reference [#1125560930] regarding video postings that are in most instances titled "*The Innocence of the Muslims*".

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

September 26, 2012

Sent by Email

YouTube, LLC

Attn: Debra Tucker, Designated Agent

901 Cherry Avenue

San Bruno, CA

Email: debratucker@google.com

Email: copyright@youtube.com

Re: Your Reference [#1125560930] YouTube DMCA Takedown Request
Video – *The Innocence of the Muslims* – Our Takedown Request #5

Dear YouTube,

Thank you for the response to our DMCA Takedown Request, referenced above. You indicated that "the copyright interest claimed by Ms. Garcia in the content at issue is unclear." You also indicated that you "need further information about the specific copyright interest that is allegedly owned by Ms. Garcia." This letter responds to your inquiry, with respect to all five DMCA Takedown Request referenced above:

Individual performances in film are copyrightable. Fleet v. CBS, Inc., 50 Cal. Ap. 4th 1911, 1919 (1996). Indeed, the California Court of Appeal has held that state law claims of actors whose rights are misappropriated are preempted by federal copyright law. Id.

Section 102 of the Copyright Act, by its express terms, protects "original works of authorship fixed in any tangible medium of express . . . from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device." 17 U.S.C. sec. 102(a). See Fleet, at 1919. "A 'work of authorship' is specifically defined to include 'dramatic works.'" Id. (quoting 17 U.S.C. sec. 102(a)(3). "A work is fixed in a tangible medium of express 'when its embodiment in a copy or phonorecord, by or under the authority of the author, is sufficiently permanent or stable to permit it to be perceived, reproduced or otherwise communicated for a period of more than transitory duration.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 101.)

"There can be no question that, once appellant's performances were put in film, they became 'dramatic work[s]' 'fixed in [a] tangible medium of expression' that could be perceived, reproduced, or otherwise communicated' through 'the aid of a machine or device.'" Fleet, at 1919 (citing and quoting 17 U.S.C. sec. 102(a).) The California Court of Appeal has held that once the actors' dramatic performances were fixed to film "the performances came within the scope or subject matter of copyright law protection." Fleet, at 1920. Dramatic performances, are of course, distinct from where a celebrity has merely had his picture taken, as that person is not engaged in a "dramatic work" within the meaning of the Copyright Act. Id. In the Fleet case, the court held that "[t]here can be no dispute that appellants' performances [in film] were 'dramatic works' produced through creative input and meet the statutory definition of 'works of authorship.'" Id. at 1922-1923.

Of course, where the actor has relinquished his or her rights through agreement, then the actor no longer holds the copyright interest. See Fleet at 1923 (explaining that per a written

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31 Hastings Street
Mendon, MA 01756

Page 2

agreement, the producer of the film *The Commitments* owned the rights to James Brown's musical performance used in the film). In this case, Ms. Garcia has *not* relinquished her rights to her "dramatic performance." Enclosed is the Form PA, her application for copyright registration, filed yesterday with the United States Copyright Office. Please note that in the Application Itself, Ms. Garcia has certified that the facts contained in it are true under United States law. I invite your attention to Section 4, in which Ms. Garcia certified that she "did not sign any work for hire agreement nor a release or relinquishment of her rights when she acted in "Desert Warrior." This is sufficient evidence for YouTube to have evidence that Ms. Garcia has retained rights in her dramatic performance, even if that property has now been renamed "Innocence of Muslims. Rooney v. Columbia Pictures Industries, Inc., 538 F. Supp. 211 (S.D.N.Y. 1982) (contracts signed by actor Mickey Rooney broad enough to transfer his rights in his pre-1960 film performances); Muller v. Walt Disney Productions, 871 F. Supp. 678 (S.D.N.Y. 1994) (conductor in Walt Disney's *Fantasia* gave up all rights in his performance).

In addition, Ms. Garcia's dramatic performance was not a work-for-hire. She was never an employee of Sam Bacile, the producer, nor any other person or company when delivering her performance for "Desert Warrior." She was not a salaried employee and no writing exists in which she stated that her performance was a work-for-hire. See, e.g., Dommas v. Gommernan, 865 F.2d 1093 (9th Cir. 1989) (artist retained all rights because not a salaried employee and no writing evidencing work-for-hire, therefore, artist owned copyright interests). Nevertheless, Sam Bacile has posted her performance on YouTube, as have other posters, without her permission. Accordingly, all posters are liable for copyright infringement.

Sincerely,

DMCA Solutions, LLC

By:



David Hardy, President

ER472

EXHIBIT E

ER473

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Wednesday, October 03, 2012 11:32 AM
To: debratucker@google.com; copyright@youtube.com
Cc: Cris Armenta; Sol, Credence (credence.sol@sol-law.com)
Subject: Reply to 10-2-12 YouTube Response to Takedown Requests 1-7
Attachments: YouTube-Google Takedown Reply (10-3-12).pdf

Dear Ms. Tucker and YouTube Copyright Takedown Agent:

Attached please find our reply, as DMCA takedown agent on behalf of Cindy Lee Garcia, to your communication of October 2, 2012, concerning the seven takedown requests we have filed with you, beginning on September 25, 2012, regarding the video postings on YouTube sometimes referred to or identified as as "*The Innocence of the Muslims*."

Sincerely,

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

DMCA Solutions

31 Hastings Street
Mendon, MA 01756

October 3, 2012

Sent by Email

YouTube, LLC

Attn: YouTube Copyright Takedown Agent

901 Cherry Avenue

San Bruno, CA

Email: debratucker@google.com

Email: copyright@youtube.com

Re: References [1124781281, 1124968010, 1124980843, 1125091967, 1125560930, 1126154907, 1126161756, 1126186331, 1126235061, 1126284976, 1126288506, 1126346124, 1126350026, 1126351930, 1126361396, 1126849290]

Dear YouTube Copyright Takedown Agent:

We are in receipt of your communication dated October 2, 2012.

It appears that your communications are simply designed at this point to prolong the takedown of the specifically identified URL's pertaining to "Innocence of Muslims" in order to generate more views on a film that has "gone viral" worldwide and to enhance YouTube's view counts and revenues, at the expense of Ms. Garcia's copyright interests, and in this particular case, the lives of each actor that now has a "fatwa" issued against them. We noticed with interest the comments of Chairman Eric Schmidt at the Seoul conference last week in which he took a public stance that the "video will stay up."

It appears that YouTube is actively engaged in content-filtering because other videos with the same particularities, which have not generated the same amount of views (i.e. revenue to YouTube) have been removed swiftly pursuant to the DMCA takedown procedures.

In order to provide you greater clarity *again* and to permit YouTube to attempt to avail itself of the safe harbor provisions under the DMCA (although, at this point, we believe that YouTube has already stepped decidedly outside the safe harbor), note the following:

1. Ms. Garcia delivered a dramatic performance in a film entitled "Desert Warrior." She owns the copyright to her dramatic performance rendered in that film, "at the point" it was committed to a tangible medium.
2. Ms. Garcia did not sign a release nor a work-for-hire agreement, and as such, her copyrighted interests in her dramatic performance remain with her.
3. Ms. Garcia's dramatic performances that she delivered in "Desert Warrior" appears in the trailer "Innocence of Muslims" between 9:03- and 9:17. Just as a musician can object to the use of his or her music in a film trailer to which he or she did not consent, Ms. Garcia has the right to object to the reproduction or publication of her copyrighted dramatic performance.

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DMCA Solutions

31 Hastings Street
Mendon, MA 01756

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4. In the United States an actor, performer or musician, retains their rights in their performance until and unless it is released, relinquished or waived. You may want to consider the recently passed Audio Visual Performance Treaty, signed on to by 44 countries in Beijing, China in July of 2012. In connection with the promotion of that international treaty, the United States issued the following statement and "fact sheet." "Under U.S. law, actors and musicians are considered to be 'authors' of their performances providing them with copyright rights." This is consistent with the United States Copyright Act, and the case law within the Ninth Circuit. See Fleet, 50 Cal. App. 4th 1611 (1996); Jules Jordan Video v. 144942 Canada Inc., 617 f.3d 1146 (9th Cir. 2010); Laws v. Sony Music Entertainment, Inc., 448 F.3d 134 (9th Cir. 2005).
5. Ms. Garcia's dramatic performance was not a work-for-hire under 17 U.S.C. Sec. 101 because she was neither an employee, nor does there exist a written instrument making the work for hire.
6. There is no lack of clarity as to Ms. Garcia's copyright interests. See Jules Jordan Video, supra.
7. It would be no different if, for instance, Angelina Jolie acted in one film, and that footage was taken, without her permission, assignment or waiver, to be inserted in a completely different film. She, or original assignee, would have the power to stop the subsequent copyright infringement. The fact that YouTube is feigning ignorance of this basic tenet of copyright law is, at this point, stunning, particularly given that we have copied your lead trial counsel at all times on all communications.
8. We believe that YouTube's failure to have "expeditiously" taken down or disabled the content to date after receipt of the initial takedown notices on September 25, 2012 is in extraordinarily bad faith and is causing Ms. Garcia continued harm.
9. Ms. Garcia's attorneys have already filed a federal copyright lawsuit against YouTube, Google and the producer of the film, and have advised me that they will act quickly to enforce Ms. Garcia's rights, seeking statutory damages or the actual damages caused to Ms. Garcia.
10. As you know, YouTube ordinarily takes down allegedly infringing content within minutes using its automated system or within 24 hours in other cases. The fact that YouTube has not followed its own internal protocols in this particular situation speaks to YouTube and Google's bad faith, and its clear desire to attempt to generate more views and hits to the infringing content.
11. The specific URL's have been identified.

We have been informed by Ms. Garcia's attorneys that unless the URLs identified in our previous takedown requests (referenced above) are taken down by 2:00 p.m. Pacific Standard Time today, they will use every available legal remedy at their disposal on behalf of Ms. Garcia

ER476

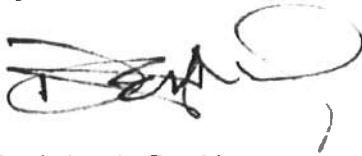
DMCA Solutions
31 Hastings Street
Mendon, MA 01756

Page 3

to force YouTube and Google to cease and desist from infringing her copyright interests,

DMCA Solutions, LLC

By:

A handwritten signature in black ink, appearing to read 'David Hardy', with a large circular flourish at the end.

David Hardy, President

EXHIBIT F

ER478

Cris Armenta

From: david@dmcasolutions.com on behalf of David Hardy
<David.Hardy@DMCASolutions.com>
Sent: Wednesday, October 03, 2012 1:37 PM
To: Cris Armenta; Sol, Credence (credence.sol@sol-law.com); Jason Armstrong
(armstronglaw@me.com)
Subject: Fwd: [#1130518808] Reply to 10-2-12 YouTube Response to Takedown Requests 1-7

This just back from YouTube

----- Forwarded message -----

From: Copyright Service <copyright@youtube.com>
Date: Wed, Oct 3, 2012 at 4:28 PM
Subject: Re: [#1130518808] Reply to 10-2-12 YouTube Response to Takedown Requests 1-7
To: David Hardy <David.Hardy@dmcasolutions.com>
Cc: debratucker@google.com, Cris Armenta <cris@crisarmenta.com>, "Sol, Credence (credence.sol@sol-law.com)" <credence.sol@sol-law.com>

Dear Mr. Hardy,

Based upon the information you have provided, we do not believe that Ms. Garcia has an enforceable copyright interest in the content. Because of that, we will not remove the content from YouTube.

Regards,
The YouTube Team

Original Message Follows:

From: David Hardy <David.Hardy@DMCASolutions.com>
Subject: Reply to 10-2-12 YouTube Response to Takedown Requests 1-7
Date: Wed, 3 Oct 2012 14:32:04 -0400

> Dear Ms. Tucker and YouTube Copyright Takedown Agent:
>
> Attached please find our reply, as DMCA takedown agent on behalf of
> Cindy
> Lee Garcia, to your communication of October 2, 2012, concerning the
> seven
> takedown requests we have filed with you, beginning on September 25,
> 2012, regarding the video postings on YouTube sometimes referred to or
> identified as as* "The Innocence of the Muslims."*
> Sincerely,
>
> David E. Hardy, President

> DMCA Solutions, LLC
> (202) 350-0200
> David.Hardy@DMCASolutions.com

>

> --

>

>

>

--

David E. Hardy, President
DMCA Solutions, LLC
(202) 350-0200
David.Hardy@DMCASolutions.com

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 11900 Olympic Boulevard, Suite 730, Los Angeles, California 90064.

On October 17, 2012 I served the following document(s) described as:

(1) *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND AN ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

(2) REQUEST FOR JUDICIAL NOTICE

(3) DECLARATIONS OF CINDY LEE GARCIA, DAN SUTTER, GAYLORD FLYNN, DR. KHALED ABOU EL FADL, ALL IN SUPPORT OF *EX PARTE* APPLICATION

(4) DECLARATION OF DAVID HARDY IN SUPPORT OF *EX PARTE* APPLICATION

(5) DECLARATION OF M. CRIS ARMENTA IN SUPPORT OF *EX PARTE* APPLICATION

(6) DECLARATION OF ZAHAVAH LEVINE IN SUPPORT OF *EX PARTE* APPLICATION

(7) [PROPOSED] ORDER GRANTING PLAINTIFF'S *EX PARTE* APPLICATION FOR A TEMPORARY RESTRAINING ORDER, ISSUANCE OF ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

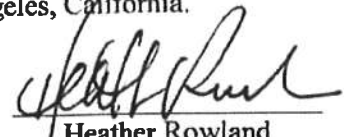
1 on the interested parties in this action by placing true copies thereof addressed as follows:

2 Timothy L. Alger
3 Sunita Bali
4 Perkins Coie LLP
5 3150 Porter Drive
6 Palo Alto, CA 94304-1212
7 TAlger@perkinscoie.com
8 sbali@perkinscoie.com

9 ☒ BY ELECTRONIC MAIL, pursuant to the consent of the above counsel

10 I declare under penalty of perjury under the law of the State of California that the above is true and
11 correct and that I am employed in the office of a member of the Bar of this Court at whose
12 direction the service was made.

13 Executed on October 17, 2012 in Los Angeles, California.

14 
15 Heather Rowland

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 1511 West Beverly Blvd, Los Angeles, California 90026.

On _____ I served the following document(s) described as:

(1) EX PARTE APPLICATION FOR A TEMPORARY RESTRAINING ORDER AND AN ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

(2) REQUEST FOR JUDICIAL NOTICE

(3) DECLARATIONS OF CINDY LEE GARCIA, DAN SUTTER, GAYLORD FLYNN, DR. KHALED ABOU EL FADL, ALL IN SUPPORT OF EX PARTE APPLICATION

(4) DECLARATION OF DAVID HARDY IN SUPPORT OF EX PARTE APPLICATION

(5) DECLARATION OF M. CRIS ARMENTA IN SUPPORT OF EX PARTE APPLICATION

(6) DECLARATION OF ZAHAVAH LEVINE IN SUPPORT OF EX PARTE APPLICATION

(7) [PROPOSED] ORDER GRANTING PLAINTIFF'S EX PARTE APPLICATION FOR A TEMPORARY RESTRAINING ORDER, ISSUANCE OF ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION, AND ORDER OF IMPOUNDMENT

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Nakoula B. Nakoula
c/o
Los Angeles County Sheriff's Department
Stanley Mosk Courthouse
110 North Grand Avenue Room 525
Los Angeles, 90012

☐ **PERSONAL SERVICE:** On _____ I served the foregoing documents listed above by personally handing them to _____

I declare under penalty of perjury under the law of the United States of America that the above is true and correct and that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on _____ in Los Angeles, California.

PROOF OF SERVICE